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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Lawyers in the New Parliament.

THE CHANGE in the relation of parties in Parliament will, it seems, leave the lawyer element as strong as ever. Some familiar names will be missed. Sir THOMAS BRAMSDON has retired at Portsmouth, and his seat has not gone to Mr. FRANK GRAY, who contested the vacancy; and Mr. R. C. NESBITT has, we regret to say, from reasons of health and pressure of other matters, not stood again for Chislehurst. But Sir PATRICK HASTINGS comes back, and Sir HENRY SLESSER at length gains a seat—too late, perhaps, to be of much service in his duties as Law Officer; Sir JOHN SIMON and Sir LESLIE SCOTT are returned and the late Law Officers, Sir DOUGLAS HOGG and Sir THOMAS INSKIP, will be in Parliament ready for whatever may happen; and not a few other leading counsel are returned, including Sir HERBERT NIELD, Mr. GALBRAITH, and Mr. GREAVES-LORD. Of solicitors, Sir KINGSLEY WOOD, Sir JOYNSON-HICKS, Sir WILLIAM BULL and Mr. DENNIS HERBERT are all back but not Mr. ISAAC FOOT.

The Irish Judiciary.

THE IRISH FREE STATE has now appointed the whole of the nine judges who make up the High Court of Justice and Court of Appeal. It will be recollected that a short time before the Long Vacation all the Judges taken over from the British Administration were given formal notice to retire. Only two have been re-appointed, namely the Master of the Rolls, better known as O'CONNOR, L.J., and Mr. Justice WYLIE. These become chief and second puisne judges respectively. The other seven appointments include two ex-judges of patriotic views who had retired some years ago, but have returned to service in the special emergency, and five King's Counsel now promoted to the Bench. We understand that all of these are men of standing in the Four Courts, so that there is nothing very unusual in their appointment. At the same time the compulsory retirement of seven out of nine judges, against none of whom had any allegations of partisan conduct been made, and most of whom had done what little they legally could to restrain abuse of Martial Law in the day of "reprisals," will strike most lawyers as somewhat unfortunate.

Perhaps the nearest analogy in our legal history is the wholesale dismissal of Royalist judges by CROMWELL in Scotland, and the retaliatory dismissal at the Restoration of those English judges who had sat for a dozen years or thereabouts in Parliament House, Edinburgh. The county court judges in Ireland, who have very wide powers under the recent Free State Judiciary Act, are also almost entirely untried men. Some of them, we are informed, have had only a very nominal practice at the Bar, but others are leaders in Dublin. It is to be hoped that justice will not suffer as the result of these somewhat sweeping changes. It may be interesting to mention here that in 1875 there was passed for Ireland a Judicature Act, corresponding to the English Act of 1873, but it was not until 1899 that the Court of Exchequer was finally merged in the King's Bench. The Irish judges, Common Law and Chancery combined, numbered thirteen in 1875. After the Act their number fell to eleven, and finally in 1899 to nine. This number is now fixed by statute, subject to a *modus operandi* for its increase in case of necessity.

The Irish Boundary Commission.

IT HAS BEEN announced that the Government has now appointed a third Commissioner to sit on the Irish Boundary Commission. This is under the Irish Free State (Confirmation of Agreement) Act, 1924. The appointment is made on behalf of the Government of Northern Ireland and the Commission is thus constituted under Art. 12 of the Irish Treaty as though the appointment had been made by that Government. We have made no comment hitherto on the position created by the failure of the Northern Government to appoint a Commissioner. The question was referred to the Judicial Committee, and that tribunal reported in effect that, owing to an omission in drafting, the Commissioner could not be appointed. Under Art. 12 one Commissioner was to be appointed by the Free State, one by Northern Ireland and one by the British Government. The possibility of one party declining to make an appointment was not contemplated. The question of what is to be done where there is a *casus omissus* is not a new one. A chapter is given to its discussion in "Craies on Statute Law," and the field within which words can be supplied by implication is very restricted. Rights, for instance, cannot be conferred by mere implication from the language of a statute; there must be express enactment. In an ordinary arbitration the omission by either party to appoint an arbitrator simply carries the result that the arbitrator of the other party acts alone. But that is a statutory provision and there was no such provision applicable to the reference to the Boundary Commission. The business of the Commission, now that it has been completed under the special statute, is "to determine in accordance with the wishes of the inhabitants, so far as may be compatible with economic and geographical conditions, the boundaries between Northern Ireland and the rest of Ireland." To what extent existing boundaries can be altered under these very wide words it will be for the Commission to consider. As a matter of legal construction the Article leaves the question quite at large. No reference is permissible to what may have been said in Parliament, and no intention the framers of the Treaty had, which is not expressed in it, can affect the matter. But it is quite possible that the Commission will be guided by wider considerations than those applicable to a strict legal construction. At the same time the dominant words are "the wishes of the inhabitants."

The Milk Levy.

IT APPEARS from an announcement which has appeared in the Press (*Times*, 23rd ult.) that agricultural education is to benefit from the repayment by the Government to the Wilts United Dairies Company, Limited, of the twopenny levy which was declared by the House of Lords to be illegal in the appeal by the Attorney-General against the Company: 66 SOL. J. 630. The Company in their report just issued recommend that the sum of £30,000 shall be provided to found scholarships at certain Agricultural Colleges. Details of the scheme remain for settlement after a conference with the Minister of Agriculture, certain Members of Parliament for the south-western counties, and representatives of the National Farmers' Union. It is implied in the announcement that the £30,000 is provided by the return of the levy, though in the report of the appeal only £15,000 is mentioned. It will be remembered that during the attempt to pass the War Charges (Validity) Bill through Parliament, the claim to validate the levy against the Dairy Company was dropped, though this was on no question of principle but simply as an incident in the Parliamentary contest over the validating of charges which had been declared by the Courts to be illegal. The Bill, which had been introduced by successive Governments, and was not a party Bill, was strongly opposed in the House of Commons by an influential group of lawyers, and on at length passing that House, it was rejected by the House of Lords last July. Mr. CLYNES subsequently stated in the House of Commons that the Government were on the look out for some opportunity "of making the will of the House of Commons prevail." It remains to be seen whether the attempt to override by retrospective legislation the decisions of the Courts will be revived.

The Reform of Company Law.

WE PRINT on another page a valuable lecture which was delivered recently by Mr. HERBERT W. JORDAN to the Secretaries' Association. Largely it is concerned with amendments of the Companies Acts—in some cases, improvements in drafting—which have been suggested to Mr. JORDAN in the course of his extensive experience of the practical working of the Acts; mainly, of course the Consolidation Act of 1908. The legislative changes since that Act are very trifling. But the lecture touches upon some substantial points of company law, such as the distribution of shares to the public by means of "offers for sale," the extension of the registration of mortgages and charges, the restriction of the rights of vendors who take payment of the purchase money in debentures, and the filing of accounts where a public company holds a controlling interest in a private company. Mr. JORDAN'S suggestions may usefully be compared with those contained in the paper read by Mr. DENIS HICKEY at the Manchester Meeting, which we find that, by an oversight, we have not yet printed. We propose to print it as soon as practicable. The exact way in which "offers for sale" should be controlled will be the subject of discussion if Mr. SAMUEL'S Bill is re-introduced. Mr. JORDAN would extend the requirement of registration to all securities, except pledges of bills of lading and similar documents in the course of the ordinary financing of business, and also, in a modified form, of mortgages subsisting on the purchase of an equity of redemption by a company. He naturally deprecates the piece-meal amendment of the law by private members' Bills, and urges due deliberation of the whole subject of amending the law by a competent body. Unfortunately, Commissions recommend but Parliament is slow in responding. The time seems ripe, however, for taking the Companies Acts once more in hand.

Panel Doctors and the Minister of Health.

FORTUNATELY THE legal profession is independent and is not under contract of service with any Government Department, but if for a moment we leave our own domestic affairs and look at the state of the sister profession of medicine, we find much food for thought. Of course, the doctors in their private practice are as independent as the lawyers, but the system of national insurance which, whether rightly or wrongly, was established thirteen years ago has drawn a large proportion into the service of the State, and they are finding that the State, acting through the Minister of Health, is a hard taskmaster. We do not profess to be acquainted with the details of the Statute Law and the Regulations of National Insurance, and we find with some surprise that there is a system under which complaints made by panel patients or Insurance Committees are referred by the Minister to an Inquiry Committee, and then the Minister takes such disciplinary action as in his sole judgment he thinks fit. Apparently this has been going on for some years, for there has just been issued Vol. III of "Reports of Inquiries and Appeals, &c.," under the National

Insurance Regulations. It is a publication of nearly 300 pages, and the curious will learn from its perusal the various offences for which a panel doctor can be disciplined. They include charging fees, excessive prescribing, and failure in attending patients or in exercising proper skill, and the penalties range from small sums up to, in one case £300, and in another £1,000. The penalty is not enforced directly against the doctor. It is deducted from the supplementary grant to the Insurance Committee, and is by the Committee deducted from the doctor's remuneration.

A Remarkable Penalty.

THE CASE IN which a penalty of £1,000 was inflicted—it was upon two partners—has already been commented on in the Press, and it was discussed at the Annual Panel Conference on 16th October. A report of the discussion was given in the *Lancet* last week. The matter is a year old, but it appears only now to have been made public. The charge against the doctors was that they did not confine their panel patients to the medicines supplied by the Insurance Committee, but they accepted payment for medicines supplied by themselves; they even allowed—possibly encouraged—the patients to be under the impression that their own medicines were more efficacious than those of the Insurance Committee. In nearly every case the patients themselves insisted on a private supply, although they realised that they could have the "panel" medicine free. The cost of the medicines was only some £60 in three years; whether in fact the doctors made any profit does not appear. Our statement is founded on the extract from the Report of the Inquiry before Mr. TINDAL ATKINSON, Mr. DAIN and Mr. ALEX. FORBES—the last two being medical men—which is printed at pp. 62 *et seq.* in the volume above referred to, and we think we have given all that is material in the allegations. The Inquiry Committee found that the doctors, in charging for medicine, had committed a breach of their contract of service. It seems that under the terms of service there is an absolute obligation not to accept payment for medicines or to supply medicine. But the Committee said: "We do not think that they systematically exploited their insured patients with a view to profit, but that they acquiesced in the patients' impression as to the superiority of 'private' medicine and were not careful sufficiently to combat that impression." The Minister took "a very grave view" of the matter and imposed a penalty of £1,000. Clearly there is one very singular omission. The Insurance Committee offered no proof of the goodness of their medicine, and for anything that appears the patients were right in preferring the doctors' medicine. In any case it is little hard for the Minister to say to the patient, "I will send you a doctor, but you must take my medicine." However, the real point is that the Minister is able to impose what has been, it would seem, correctly called a vindictive penalty of this amount and that he is subject to no judicial control. We see from a letter in Thursday's *Times* (p. 10), that an official of the Ministry stated last January that "the withholding of grant was not a fine or penalty in the ordinary sense of the word; it was the recovery of money which should not have been paid to the doctor because he had not earned it." This quite forbids the penalty in question.

The Decision in Lapish *v.* Braithwaite.

A propos of our remarks last week on *Lapish* v. *Braithwaite*, reported elsewhere, an esteemed contributor sends us the following: While you may be right in thinking that the conclusion of contracts between a municipal body and a company of which the managing director is a member ought to be discouraged by the Legislature, that is not a matter which the Courts can properly consider in the interpretation of an Act of Parliament. At Common Law a member of a corporation is not disqualified from entering into a contract with it, and any statutory disqualification should therefore be construed strictly; in case of doubt it should not be extended, but should always be given the narrower scope; that is, where two interpretations, one narrow and one more sweeping, are possible. Section 41 of the Municipal Corporations Act, 1882, and section 12 (1) (*c*), taken together, constitute a penal clause, for their joint effect is to impose penalties on any person who, being interested in a contract with a municipal corporation, acts as a councillor of that body. Section 12 (1) is in these terms: "A person shall be disqualified for being elected and for being a councillor if and while he . . . (*c*) has directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of the Council." Then sub-section (2) goes on to provide: "But a person shall not be so disqualified, or be deemed to have any share or interest in such a contract or employment, by reason only of his having any share or interest in:—(*a*) [sales of land] . . . (*b*) [loans of money] . . . (*c*) [newspaper advertisements] . . . (*d*) [lighting, &c., company] . . . (*e*) [railway and joint stock company] . . ." We have indicated the nature of the exceptions in square brackets to avoid quoting at length. Now, when these two sub-sections are read together, it seems clear that the Legislature intended to disqualify persons who had *proprietary interests* in the business with which the corporation contracts and not persons who are merely *salaried servants* of such persons or bodies. In construing analogous provisions of the Local Government Act, 1894, s. 46, in *Everett* v. *Griffiths*, 1924, 1 K.B. 941, Mr. Justice MCCARDIE drew attention to this clear line of demarcation between two very different classes of persons concerned in a company, and intimated that he would regard a managing director—should such a case arise—as within the latter category, not the former. This seems the simple common sense construction of the Acts, and the majority of the Court of Appeal expressly followed it in *Lapish* v. *Braithwaite*, *supra*, holding that a managing director is not disqualified unless he holds shares or receives a bonus on profits. Notwithstanding Lord Justice ATKIN'S able dissenting judgment, this simple view seems the most natural and equitable.

The Venue of a Trial.

AN INTERESTING point of criminal procedure came before the Divisional Court in *Rex* v. *Hadwen, ex parte Director of Public Prosecutions*, *Times*, 23rd October. Here the Crown took the very exceptional course of asking for the removal by writ of *certiorari* of an indictment from Gloucester Assizes to the Central Criminal Court on the ground that public opinion in the town of Gloucester being divided into two hostile camps as to the merits of the case, a calm and unprejudiced trial of the issues was not likely to be obtained at the hands of jurors resident in that town. Applications of this kind are rarely granted and only with great reluctance: *Rex* v. *Barnett*, 1919, 1 K.B. 640; but, of course, circumstances may arise when they are necessary. The Crown relied on the fact that Gloucester as a town is strongly opposed to vaccination and that the defendant, a local doctor and panel practitioner, was the subject of exceptionally strong local sympathies and antipathies because of his views on questions of medical practice. This seems a strong *primâ facie* reason for removing the indictment to an impartial locality, and if the defendant had made the application for removal the court would probably have granted it. The same course, no doubt, would have been followed if he, although not applying personally, had supported the application. As it was, however, the accused doctor objected to the removal on the ground that his fellow-townsmen were exceptionally well qualified to form an opinion as to his standing and character, and that therefore he was entitled to the benefit of the common law rule that a man should be tried "by his peers," *i.e.*, "among his neighbours" in one sense of that celebrated phrase. The Divisional Court, in view of the prisoner's objection, held that the case was not one in which the venue of the prosecution ought to be changed, and therefore the rule *nisi* was discharged. The accused has now been tried and acquitted.

Psycho-analysis at Assizes.

THE PLACING of a convicted prisoner on probation at Leeds Assizes, subject to a condition that he shall undergo treatment at the hands of a Psycho-analyst, marks a novel step in the

administration of our criminal law. Of late, however, there has been a growing opinion among criminologists and medical experts that a fair trial should be given to the claims put forward on behalf of psycho-analysis, as a means of eradicating the morbid or perverse inclinations which lie at the root of certain crimes of a pathological character. In the case of sexual offences, which are often committed after a blameless moral life, by men of good character and reputation, it is now generally recognized that medical treatment, rather than penal, is the proper method of attempting a cure. Imprisonment in such cases only confirms the morbid tendency, and harsher punishments, sometimes advocated by hasty penologists, are not only objectionable on the ground of humanity, but are quite useless as deterrents in this class of case; they only increase the morbid excitement and the tendency to repeat the criminal acts. In Chicago and elsewhere in the United States psycho-analysis is now made use of for certain classes of offenders, but it is not possible to say at present whether or not the results justify the experiment. A practical difficulty arises when resort to psycho-analyst treatment is made in the case of sexual offences, since a considerable body of public opinion, both on the bench, and among political enthusiasts, regards such offences as specially odious, and is indisposed to try the effect of what seems "leniency" by using methods of curative treatment. It will be interesting to watch the effect of the novel experiment now initiated at Assizes, and to see whether or not other judges follow the example just set them.

Hotel-keeper's Liability for Lost Luggage.

QUESTIONS OF inn-keepers' liability for lost luggage arise so frequently in practice that we must note *en passant* Mr. Justice BRANSON'S decision in *Waterbury* v. *Hyde Park Hotel, Limited*, *Times*, 28th inst., reserving fuller discussion of the case for a future occasion. A lady who had been the paying guest of a hotel left for Paris, and the hotel-keeper obliged her by storing nine pieces of her baggage free of charge until she should send for them. Subsequently an unauthorised person presented what purported to be a note from the lady directing the proprietor to give her luggage to the bearer; this was done and the luggage disappeared. Clearly, if the hotel had been a bailee for reward, the usual rule of inn-keepers' liability would have applied, namely, that the inn-keeper must keep the luggage "at his peril." But as the hotel was merely a "gratuitous bailee," the plea was put in that there could be no liability in the absence of "gross negligence," or, at any rate, in the absence of any negligence whatever. The duty of a gratuitous bailee was declared by Lord CHELMSFORD in *Giblin* v. *McMullen*, 1869, L.R. 2 P.C. 317, to be, that he must use the ordinary diligence which men of common prudence generally exercise in the management of their own affairs. Applying this rule, the learned judge held that the duty of "exercising ordinary prudence" was not discharged unless the hotel could show that some steps had been taken to verify the credentials of the man who presented the note and obtained the luggage. No such steps had been taken, and therefore there was such negligence as entitled the owner of the luggage to recover its value.

The Law of Property Bills.

I. SUMMARY OF IMPENDING CHANGES.

THE six Consolidation Bills were issued at the end of August, and we gave at the time (68 SOL. J. 907) a general summary of them. They are founded (1) on the statute law relating to property prior to 1922; (2) on the Law of Property Act, 1922; and (3) on the preliminary Bill in the series, namely, the Law of Property (Amendment) Bill, bringing the total up to seven. We now propose to examine the Bills somewhat more fully, but we shall not in this connection attempt a fresh examination of the changes which will be effected in the system of conveyancing when the Bills have been passed and come into operation; that is, as is at present intended, and if the new Parliament passes the postponement Bill, on 1st January, 1926. We have already at various times examined the changes; for instance, in a series of articles written shortly after Lord BIRKENHEAD'S Act was passed (66 SOL. J., pp. 643, *et seq.*), and it will be sufficient just to note what the chief changes are:—

1. *The restriction of legal estates to the fee simple and terms of years (the latter being available for mortgages) and the conversion of all other estates and interests into equitable interests* (66 SOL. J. 648).—As a consequence of this change, there will be, on 1st January, 1926, a statutory vesting of the fee simple, as regards all land, in the person who ought to hold it under the new system. In the case of settled land, for example, the legal estate in fee simple will vest at once in the tenant for life—which expression includes a person who has the powers of a tenant for life—or "statutory owner," that is, the trustees or other persons who, during an interregnum, have the powers of a tenant for life. Thus, on 1st January, 1926, every fee simple will have flown to its appropriate resting place, and there it will stay until duly displaced by conveyance, or vesting order, or devolution on death, or other effectual means. It does not follow, of course, that it will always be easy to say where the legal estate in point of fact is. That is a question which has given trouble in the past, and it may give, at first at any rate, no little trouble in future. But this is an incident of the change.

2. *The Repeal of the Statute of Uses* (66 SOL. J. 662).—This, no doubt, will be a shock to some conveyancers, but the benefit will be considerable, and we do not see that in practice there will be any disadvantage. The Statute of Uses has been a potent means of adapting legal interests in land to the requirements of society. But it has had its day. Conveyancers, from Sir ORLANDO BRIDGMAN, or earlier, working with the Statute of Uses, showed how legal interests in land required to be moulded. Who was it who said: "The use is as clay in the hands of the potter"? The same moulding can still be done, but the interests will be equitable interests, and where uses were formerly created, trust limitations will take their place. So far as we have noticed, there is only one case where the change might be inconvenient. It is a common practice to revest an estate to the use of the grantor, subject to some prior use, such as the payment of a rent-charge. By direct grant this could not otherwise be done. But the case has been provided for in the statutory rule now introduced that a man can convey land to himself: Act of 1922, s. 72 (3); Law of Property Bill, clause 72 (3). Thus, where formerly—to take a simple case—A would have conveyed to B to the use that C shall have a rent-charge and subject thereto to himself in fee, he will now convey to himself reserving a rent-charge to C. This provision, allowing a man to convey to himself, will probably be found to meet conveyancing difficulties that would have resulted from the repeal of the Statute of Uses.

3. *Mortgages to be by demise* (65 SOL. J. 598; 66 *ibid.* 678, 689, 705, 717).—In ordinary practice, this will be one of the chief results of the new system. The object is to keep the legal fee simple in the mortgagor, and at the same time to allow of a series of mortgages, each, by reason of its being a term mortgage, carrying a legal estate. But the importance usually ascribed to the legal estate is a little diminished by the fact that, unless the mortgage is accompanied by deposit of title deeds, it is called a puisne mortgage, and is void against a purchaser unless registered as a land charge. Mortgages by demise are already familiar in the case of leaseholds, and the change is simply an extension of the system to freeholds. But what, is the natural reply, about all the sad business of the nominal reversion, and the complicated arrangements, sanctioned by *London & County Banking Co.* v. *Goddard*, 1897, 2 Ch. 642, for getting it in when the mortgagee sells? Well, all that goes. There will be no such difficulty as regards freeholds, for the conveyance by the mortgagee will carry the fee simple; and it is abolished as regards leaseholds, for the assignment by the mortgagee will carry the term of the lease. These things can be read in Part III of the Law of Property Bill.

There is, of course, the objection that this system, though familiar in practice, is artificial, and that it should be possible, without resorting to such machinery, to give a mortgagee an enforceable security. An effort in this direction has indeed been made. The mortgage need not actually contain a demise; it may be a "charge by way of legal mortgage," and the mortgagee has then the same "protection, powers, and remedies as if a mortgage term had been created." But it is difficult to see how this effects any simplification. When you come to deal with the charge, you have to assume the existence of a term, and to work out the legal position on the footing that a term has been created. To put the security in the form of a "charge by way of legal mortgage" will save a few words—there need be no actual demise—but, to carry out the idea thoroughly, the charge should, without any such notional demise, give the right to enforce the security—(1) by taking possession, and (2) by sale and conveyance of the fee simple, or of the leasehold term. But this more fundamental change has been postponed. In the immediate future we shall have to be content with mortgages which are actually by demise, or which are to be treated as though they were by demise.

4. *Settlements to be made by two instruments—the vesting instrument and the trust instrument* (65 SOL. J. 638, 675, 692).—This is a necessary part of the scheme for facilitating the transfer of land as between vendor and purchaser. The first step is to provide that only the fee simple or term of years shall be a legal estate. Now title is in general made—(1) by an absolute owner; or (2) under a trust for sale; or (3) under a settlement. The first case is not affected by the change, unless the ownership is subject to equitable interests or charges; with that case we shall deal separately. Title under a trust for sale is familiar; one of the leading changes is the statutory extension it gives to such trusts. Land held in undivided shares is subjected to a trust for sale; that gets rid of the Partition Acts. In case of intestacy the administrator will hold the land on trust for sale. That is a very beneficial extension of his powers. But the great source of difficulty and expense in conveyancing has been the existence of settlements. If a large estate is being sold, well and good. It will stand the expense of investigation of title and of preparing a special form of conveyance. But often enough settled land is sold in small lots, and then each purchaser is put to this expense. The trouble is to some extent mitigated in practice. The title is, perhaps, well known, and the Conditions of Sale suggest a form of conveyance; in some cases, even, require that it shall be used. But this is not enough, and so we come to the second step in the scheme. The legal estate—that is, the fee simple—will be in the tenant for life. The settlement will be taken off the title entirely, and the purchaser will only be concerned with vesting deeds and other matters which affect the legal title, such as appointments of new trustees and legal mortgages executed to give effect to equitable charges.

There is one little point which may somewhat startle the purchaser's conveyancer. In the case of the first vesting deed to give effect to a settlement existing on 1st January, 1926, he must call for the earlier title and satisfy himself that the deed was made in favour of the right person, usually an actual tenant for life. He will, therefore, know in what capacity the vendor purports to exercise the statutory power. But afterwards this earlier title and all reference to the beneficial title under the settlement will disappear from the abstract. All that the purchaser will see is a vesting deed stating who is the legal tenant in fee simple, and who are the trustees. But he will have no idea of the beneficial character of the vendor—whether he is a real tenant for life, or a tenant in tail, or some other of the numerous persons who have the powers of a tenant for life, or a "statutory owner." He will only know that A, the person stated in the vesting deed to be tenant in fee simple, is a person who must be assumed to have the statutory power of sale. It will be a little surprising at first not to be able to see how the power comes to be exercisable; but on the faith of the vesting deed, it must be taken to be exercisable and that will be sufficient.

5. *The Registration of Land Charges.*—When the new system comes into operation, the practitioner will find himself confronted with the question of searches. The register of annuities is to be closed against future entries, but the registers of pending actions, of writs and orders, of deeds of arrangement, remain, and the register of land charges is greatly extended. The chief result will be that as regards petitions in bankruptcy and receiving orders, the purchaser will search only in the registers of pending actions and of writs and orders, and will not have to search in the *Gazette* or at the bankruptcy court; and he will be protected against death duties unless they are registered as a land charge. And there is the very important point already noticed, that a "puisne mortgage" must be registered. The other changes as to land charges we must reserve. But it seems that search in the registers kept at the Land Registry Office will be an even more important step in the investigation of title than it is at present. Next week we propose to consider the chief points of interest arising in the Law of Property Bill.

(*To be continued.*)

Passing the Legal Estate under Power of Attorney.

[COMMUNICATED.]

IT is one of the curiosities of the law that it still remains a doubtful question whether an attorney can pass the legal estate in property which he is empowered to sell and convey by the power, if at the date of the sale the legal estate is not vested in the person giving the power, either by reason of his having conveyed the same without the concurrence of the attorney, or by reason of the same having passed on his death to his personal representatives. It is forty-two years since the passing of the 1882 Conveyancing Act, and yet the point has never been before the courts.

Section 8 of the 1882 Act provides that if a power of attorney, given for valuable consideration, is in the instrument creating the power expressed to be irrevocable, then, in favour of a purchaser, the power shall not be revoked at any time either by anything done by the donor of the power without the concurrence of the donee of the power, or by the death . . . of the donor of the power; and any act done at any time by the donee of the power, in pursuance of the power, shall be as valid as if anything done by the donor of the power without the concurrence of the donee of the power, or the death . . . of the donor of the power, had not been done or happened; and neither the donee of the power nor the purchaser shall at any time be prejudicially affected by notice of anything done by the donor of the power, without the concurrence of the donee of the power, or of the death . . . of the donor of the power. Section 9 of the same Act contains similar provisions in regard to a power of attorney expressed to be irrevocable for a fixed time not exceeding a year from the date of the instrument, whether or not it is given for valuable consideration.

It must be admitted that the words of these sections are quite clear and free from ambiguity, and are fully capable of meaning that, under the above circumstances, the attorney is to have the power of passing the legal estate notwithstanding that. in the meantime, the principal has passed or attempted to pass such legal estate to another purchaser for value without notice, or that by reason of his death the legal estate may have passed to his personal representatives. If this is so, then why should any question arise? Because, if the sections are to be construed according to their apparent meaning the result might be so unjust to an innocent person who had parted with his money without notice, that it would seem difficult to believe that the framers of the Act could have intended such a result. For it is undoubtedly a settled principle that a purchaser of a legal estate for valuable consideration, without notice of any adverse equity, gets a good title at law. Several text-book writers therefore express the opinion that it would be unwise to act on the literal words of the sections without a judicial decision.

Mr. T. Cyprian Williams in his Book on Vendor and Purchaser, 3rd (1922) Edition, at p. 691, says that the words of the sections seem to be sufficiently strong to be so construed as to enable the conveyance, by the attorney under the power, of a legal estate in land to operate, in cases where that legal estate was no longer vested in the principal at the time of the conveyance, as the execution of a statutory power so conferred upon the attorney to convey the same. He further says that if that construction be the right one, the conveyance by the attorney

of the principal's legal estate in land would be valid, in favour of a purchaser, although the principal was then dead and the legal estate then vested in the heir, devisee, executors or administrator. And indeed, he says, if the Act is to be construed literally, the conveyance by the attorney under the power of the legal estate would be effective, although the legal estate had been previously conveyed away, without the concurrence of the attorney, to a third person, and even though such third person were a purchaser for value without notice of the power of attorney. But the learned author says that, without a judicial decision on this point, it certainly cannot be assumed that the Act would be so construed as to produce this extreme result, which would be quite contrary to the general rule in favour of a purchaser for value of a legal estate without notice of any adverse equity.

The late Mr. Wolstenholme was of opinion that the Act was clear, and that a purchaser would be quite safe in relying on the words of the sections. See Wolstenholme's Conveyancing and Settled Land Acts, 10th ed., 121, 166; see also Davidson's Precedents in Conveyancing, 5th ed., 103. In the 1909, 7th ed., of Hood and Challis' Conveyancing, etc., Acts, edited by the late Mr. P. F. Wheeler, it is stated that, in the case of these irrevocable powers, it would seem that, after the death of the vendor, a conveyance executed by the attorney would be valid in equity, and that the exceedingly strong language of the sections suggests the conclusion that such a conveyance would even avail to pass a legal estate; but that, as that conclusion would involve grave inconveniences, in the absence of a judicial decision it could not in practice be relied on.

There appears to be a decision (*Re McCarty*, 1919, 46 Ont., L.R. 405) on the Ontario Statute to the effect that an attorney cannot pass the legal estate after the death of the person giving the power. The words of the Ontario Statute are slightly different from the words of the sections of the 1882 Act, but the judge seems to have been of opinion that if the Ontario Statute had been worded the same as the English Statute his decision would have been the same.

Under these circumstances, we look with interest to the new Law of Property (Consolidation) Bill to see whether the point has been dealt with, but in vain. We find that ss. 8 and 9, above referred to, are reproduced word for word in Clauses 126 and 127 of the Bill; and there is another section which at first sight might be thought to bear on the question, but which, for the reason mentioned later, does not appear to do so. Clause 125 provides that where an instrument creating a power of attorney confers a power to dispose of or deal with any interest in or charge upon land, the instrument, or a certified copy thereof, or of such portions thereof as refer to or are necessary to the interpretation of such power, shall be filed at the Central Office pursuant to the statutory enactment in that behalf, unless the instrument only relates to one transaction and is to be handed over on the completion of that transaction. "The statutory enactment in that behalf" referred to is s. 48 of the 1882 Conveyancing Act, which provides that an instrument creating a power of attorney, its execution being verified by affidavit, statutory declaration, or other sufficient evidence, may, with the affidavit or declaration, if any, be deposited in the central office of the Supreme Court. Provision is also made by the section that any person may search the file, and that an office copy shall be delivered to him on request.

It will be noticed that the word used in s. 48 is "may," and that the word used in the new Bill is "shall." As mentioned above, at first sight it might be thought that Clause 125 was inserted for the express purpose of getting over the difficulty above suggested. But if this was so Clause 125 would have been inserted in the Bill after Clauses 126 and 127, instead of before. It is apparently inserted in connection with Clause 124, which deals with payment by an attorney under a power without notice of death, etc.

The only conclusion therefore which one can come to is that the framers of the Bill are of opinion that the words of ss. 8 and 9 of the 1882 Act are so clear that there is no necessity to make any alteration. If that view be correct it is a pity that, as undoubtedly text writers have raised a doubt, the opportunity should not have been taken to remove the doubt by inserting a few words such as "notwithstanding that the attorney may have conveyed away the legal estate to a purchaser for value without notice of the power of attorney or that the legal estate has passed to his personal representatives or other persons on his death."

It is suggested that an even better way would be to make the mere registration of a power of attorney notice to all the world. This could be effected by adding words to this effect to Clause 125 of the Bill, and then changing the order by making it come after Clauses 126 and 127. This course might save great injustice, and the only objection which could be raised would be that it would make it necessary on every purchase of land to search the register, and therefore add to the cost of conveyancing. But under the new Act there are so many searches which it will be necessary to make that one more or less will not make much difference

The Responsibility for the Beck Conviction.

[COMMUNICATED.]

IN a leading article under the above heading, the conclusion was arrived at that evidence that Mr. Adolf Beck was not the person who was convicted of similar frauds in 1877, was rightly rejected. This was, however, certainly not the opinion of Lord Alverstone. In the full report of that late Lord Chief Justice's great speech on Criminal Appeal in the House of Lords, as given in *The Law Times*, the following passage occurs: "The miscarriage of justice in the Beck case was due to a misdirection on the part of the learned judge, a misdirection so grave that now that attention has been called to it, one wonders how it ever could have taken place" (*L. T. News.*; 23rd June, 1906, at p. 207). The report of Lord Alverstone's speech in *The Times* (23rd May) does not contain the above passage, which, though strictly extra-judicial, most people will regard as quite decisive, reinforcing as it does, the conclusions of the Master of the Rolls and Sir John Edge, in the Beck Report; Parl. Pap. 1904; Cd. 2315, p. xii. In the report of the Commission, the ruling could not be supported, and was directly responsible for the miscarriage of justice (see *supra*). There are, besides, rulings of the Court of Criminal Appeal, that the principles of the law of evidence are not enforced with the same rigidity against a prisoner as against a party to a civil action—the whole point in the Beck Case—and even hearsay evidence may be sometimes admitted for a prisoner: *Rex* v. *Christie*, 1914, A.C. 545, 564; per Lord Reading, L.C.J. (this, of course, was a decision of the House of Lords); *R.* v. *Campbell*, 1912, 8 Cr. App. R. 75.

The great difficulty in the Beck Case, that the indictment, being for misdemeanour, could not contain a mention of a previous conviction for felony, so that it was impossible *primâ facie* for the latter to transpire at all, seems voided by s. 4 of the Indictments Act, 1915, 5 & 6 Geo. 5, Ch. 90, enabling charges for both felony and misdemeanour to be contained in the same indictment. Again (leaving outside any question of the previous conviction), if felony and misdemeanour could have been tried together in 1896, Sir Charles Gill would have got Mr. Adolf Beck's defence before the jury. But even his indefatigability and resource failed to do so in the circumstances of the case, though the above observations of Lord Alverstone shews he ought to have succeeded.

N. W. SIBLEY, B.A., LL.M.

Reviews.

Practice.

THE ANNUAL PRACTICE, 1925. By RICHARD WHITE, GEORGE ANTHONY KING and VALENTINE BALL, Masters of the Supreme Court. Assisted by F. C. WATMOUGH, Barrister-at-Law, and F. E. NICHOLS, of Chancery Chambers. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 35s. net.

The Annual Practice inevitably grows in size since it is essential to incorporate in its notes the gist of every decided case on High Court Practice. Therefore even the present edition, two volumes in one, printed on those modern kinds of thin paper which display extraordinary tenacity and rigidity with the minimum of thickness and weight, is of a vastness which practitioners a generation ago would have felt to be unwieldy. But, as Tennyson put it long ago in Locksley Hall: "And the thoughts of men are widened with the process of the Suns," and we have grown accustomed in this age of world-wars and gigantic economic monopolies to an expansion of professional literature which our ancestors would have regarded with feelings bordering on bewilderment, not to say despair.

The publishers of this work are to be congratulated on having secured in recent editions the services of Master Valentine Ball as one of the three responsible editors. The learned master was a legal journalist of experience and repute before destiny made him a Master of the Supreme Court. Something of his long acquired art in the compression, the methodization and the more artistic exposition of legal learning, we fancy, has manifested itself in this work since he was added to the navigating staff. Certainly the White Book retains in this edition all its wonted excellence.

THE YEARLY SUPREME COURT PRACTICE, 1925. Being the Judicature Acts and Rules, 1873 to 1924, and other Statutes and Orders relating to the Practice of the Supreme Court. With Practical Notes. By Sir WILLES CHITTY, Bt., Senior

Master of the Supreme Court of Judicature, and H. C. MARKS, Barrister-at-Law, assisted by F. C. ALLAWAY of the Chancery Division. Butterworth & Co. 35s. net.

This volume of the Yearly Practice purports to be in two volumes. At least the title page says Vol. I, and after some little search, and the passing of 1370 pages, we do in fact come to another title page which is the commencement of Vol. II. We presume that the volumes can be obtained bound separately, and practitioners will be well advised to insist on this. In one binding the work is much too large for convenient use.

The Preface to this edition—the 27th—gives a useful sketch of the numerous changes which have been made during the year, the most important being the new Matrimonial Causes Rules. These, however, do not appear to be included in the work, though a reference to them will be found in the note "Divorce Practice" at p. 1525. We do not profess to understand why the procedure of the Divorce Court is not a part of the Supreme Court Practice. It has been hoped that the Divorce procedure would be amalgamated with the R.S.C. and the rules brought under the jurisdiction of the Rule Committee instead of being left as at present to the autocratic control of the President, but this necessary reform still awaits accomplishment.

But while Divorce is treated as outside the scope of the work, a useful section is included on Lunacy Practice. This is marked Part 8 in Vol. II. Doubtless it is our own fault, but we cannot find in the Table of Contents prefixed to the volume any reference to the division into successive parts. It would be a convenience to have this shown. Matters in Lunacy are now divided in a very embarrassing way between the Lunacy Department and the Chancery Division, the general effect being that a vesting order, where a lunatic holds property in a fiduciary capacity, has to be obtained under the Trustee Act, 1893, in the Chancery Division. Hence part of the Lunacy practice will be found in Vol. I under Ord. 54B (Proceedings under the Trustee Act, 1893). But the statement at p. 947, referring to *Re James' Mortgage Trusts*, 1919, 1 Ch. 61, that "where the lunatic is himself entitled to the mortgage debt, the jurisdiction no longer remains with the Judge in Lunacy," seems to be wrong. In this case the jurisdiction remains in Lunacy. No doubt the statutes are confusing, and the confusion has been increased by the Lunacy Act, 1922, s. 2 (5), which apparently sends back to Lunacy mortgage cases where a trust is not disclosed. Sir Henry Theobald, in his recent book on Lunacy, argues strongly at p. 434 against this construction, and says that "if it is the true effect of the Act of 1922, the matter ought to be put right by legislation as soon as possible." But, in fact, s. 2 (5) appears to have been intended only to deal with a case like *Re Hayter's Mortgage Trusts*, 1919, W.N. 32, and the difficulty probably arose from the draftsman not being familiar with the practice for trustees to take mortgages without disclosing the trusts. We see it is noted at p. 951 that the anomaly in the practice as to vesting orders disclosed in *Re Muggleton's Settlement Trusts*, 68 SOL. J. 519, has been promptly put right by the new r. 13A of Ord. 55 introduced by the R.S.C. of last July, and perhaps similar promptness might be shewn in dealing with the above point.

The whole work appears to have been very thoroughly brought up to date, but it becomes increasingly evident year by year that there must be some reduction in the bulk of the Practice Code. Possibly the passing of the Administration of Justice Bill and the Judicature Acts Consolidation Bill, which have been pending now for two years, will furnish the occasion for this change being effected.

Marine Insurance.

ARNOULD ON THE LAW OF MARINE INSURANCE AND AVERAGE. Eleventh Edition, by EDWARD L. DE HART, M.A., LL.B. (Cantab.) and RALPH ILIFFE SIMEY, B.A. (Oxon), Barrister-at-Law. In Two Volumes. Stevens & Sons, Ltd.; Sweet and Maxwell, Ltd. £5 net.

A prefatory note to this edition of "Arnould" tells us that the first and second editions, issued in 1848 and 1857 respectively, were the work of the author, Sir Joseph Arnould, who was a Fellow of Wadham College, Oxford, and Judge of the High Court, Bombay. Then came four editions, from 1866 to 1887, by the late David Maclachlan, and the present edition is the fifth for which Mr. de Hart and Mr. Simey have been responsible.

The most noteworthy feature, they say in the Preface, from the lawyer's point of view, of the litigation since the 10th edition, which appeared in 1921, has been the number of cases in which the underwriters contested the claims of owners to recover on the basis of high valuations, in face of the heavy fall in values of shipping which took place after the end of the recent war, on the ground that the vessels had been deliberately destroyed with the complicity of the owners. In most of these cases the underwriters were successful. These claims, it may be noticed, have not been so much by owners as by mortgagees, and one great question has been whether the mortgagee was covered only by the owner's insurance, so that his claim was defeated by the owner's fraud, or whether he had an independent interest in the insurance. In *Samuel & Co.* v. *Dumas*, 1924, A. C. 431, which is frequently referred to in this edition, it was held that the mortgagee had an independent interest, but his claim failed because the loss of the ship by scuttling was not a peril of the sea, and was not covered by the policy. This overruled the opinion of the Court of Appeal in *Small* v. *U.K. &c. Association*, 1897, 2 Q.B. 311. "Arnould" is an indispensable work for shipowners, underwriters and average adjusters, and their advisers, and the new edition has been carefully revised so as to meet their requirements. At pp. 426 *et seq.* will be found an interesting note on the insurable interest of a shareholder in a single ship company. This mode of owning ships is a product of the modern extension of companies, and the result appears to be that the shareholder, who would formerly have been a part-owner, has now no separate insurable interest.

Bankruptcy Law.

RINGWOOD'S BANKRUPTCY LAW. 14th Edition. By ALMA ROPER, Barrister-at-Law. Sweet & Maxwell, Ltd. 21s. net.

Half a century has passed away since the late Richard Ringwood first published that useful series of introductory text-books which former generations of law students found useful rivals to those of Gibson and Weldon or Indermaur and Thwaites. His works on Torts and Bankruptcy were perhaps the most useful of the series. The former has somewhat suffered in popularity owing to the subsequent issue of such admirable rivals as the elementary treatises of Sir Hugh Fraser, Sir Arthur Underhill, the late Sir John Salmond, as well as Sir Frederick Pollock's somewhat more elaborate work. The "Bankruptcy," however, has no precise rival. The work of Williams and of Wace are much larger treatises, and the guide-books of rival teachers of law are rather text-books on the Practice of the Bankruptcy Court than the principles of the Law. Here, then, Ringwood has kept its place in the favour of articled pupils and junior practitioners, as the issue of a fourteenth edition eloquently testifies. Part of this merit is due to the practical gifts of exposition to students possessed by the original author, who for many years was one of The Law Society's lecturers. This gift seems to have passed on by literary inheritance to Mr. Alma Roper.

Among matters added in this edition are a note on Emergency Legislation, and one on the New Bankruptcy Fee Order. Amongst very recent cases reported we looked for and found in its proper place *Re Searle, Hoare & Co.*, 1924, 2 Ch. 325, in which Mr. Justice P. O. Lawrence applied to Bankruptcy administration the familiar Equity Rule that an overpaid beneficiary is not entitled to further payment out of the common fund until the excess has been liquidated. As this case is only reported in the October Law Reports, its presence illustrates the up-to-dateness of this new edition.

Books of the Week.

Digest.—The English and Empire Digest. Vol. XVIII. Descent and Distribution; Discovery, Inspection, and Interrogatories; Distress. Butterworth & Co.

Diary.—The Solicitors' Diary, 1925. 81st Year of Publication. Waterlow & Sons, Ltd.

Railways.—The Failure of State Railways. HAROLD COX, Editor of the "Edinburgh Review." Longmans, Green & Co. 6d.

Revenue.—Reports of Tax Cases. Vol. VIII, Pt. IX. H. M. Stationery Office, Imperial House, Kingsway, W.C.2. 6d. net.

Workmen's Compensation.—Workmen's Compensation and Insurance Report. Edited by W. A. G. WOODS, LL.B. 1924. Pt. 2. Stevens & Son, Ltd; Sweet & Maxwell, Ltd; W. Green and Son, Ltd., Edinburgh. Annual Subscription 30s. post free.

Mr. W. J. White, 33, Belvoir-road, East Dulwich, S.E.22, writing to *The Times*, 25th October, says:—Your correspondent views games on Sunday as right for some people, conditions deciding, the individual presumably being judge of these. Long ago games on Sunday were adjudged right for certain people, the magistrate investigating and deciding and issuing individual licences. Thus the antiquarian Hearne quotes one such licence for "Sunday sports," issued under Queen Elizabeth, 26th April, 1569, allowing one John Seconton, poulter, dwelling within the parish of St. Clement Danes, "being a poor man, having four children, and fallen into decay, to have and use some plays and games at or upon several Sundays for his better relief, comfort, and sustentation within the county of Middlesex . . . ."

Correspondence.

The Solicitors' Benevolent Association.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It has been the usual custom for a dinner to be held annually by the members of the Solicitors' Benevolent Association.

This year, for various reasons—mainly those of expense—the Board decided not to hold this dinner. The occasion of the dinner has been utilized in the past as a means of increasing the membership of our Association, and of collecting money for its objects.

This year, as Chairman, I have restricted my personal applications for help to members of our profession who were not already members of our Association, but it has occurred to me that there are solicitors who would not wish our funds to suffer owing to the fact that no dinner has been held. Accordingly I have been desired by the Board to make this communication to the Legal Press and to add that if any of our generous supporters in the past should think fit to renew their generosity, any donations would be gratefully received either by me, or by our Secretary, at 2 Stone Buildings, Lincoln's Inn, W.C.

Yours faithfully,

10, Ely Place, Holborn, E.C.1, 23rd October. REGINALD WARD POOLE, Chairman.

Divorce in Scotland.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to your comments on Lord Birkenhead's recent articles, it is a pity that he made no reference therein to the Scottish system, under which, where both husband and wife are guilty of adultery, this fact does not affect the question of divorce, but only the question of financial liability. I pointed out long ago that this system relieves the State of inquisitorial duties and expenses, and gives each party a strong motive for bringing all the facts before the court. Collusion is, I believe, as rare in Scotland as it was in the Ecclesiastical Courts of England before 1857, where the same motive operated.

Under the Scottish Law the Attorney-General can intervene in cases of perjury or open scandal, and, of course, could do the same here if we adopted the Scottish Law and practice. I venture to think that if this reform were achieved the Exchequer would save at least £20,000 a year in abolishing the expenses of the King's Proctor, and there would be much less perjury and hardship, especially in poor persons' cases, than there is now in our courts.

9, New Square, Lincoln's Inn, W.C.2. 25th October. E. S. P. HAYNES.

The Beck Conviction.

[*To the Editior of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am very sorry, but your article of the 25th does not convince me.

Forrest Fulton prosecuted Smith in 1877, and tried Beck in 1896. Fulton would of course have the record of 1877 before him, and probably remembered acting in the case, and no doubt Avory, K.C., as prosecuting counsel knew of the 1877 conviction. No doubt too the man who defended Beck knew of the 1877 conviction too.

We must assume that the counsel who defended Beck was not a congenital idiot, and that he had some reason for trying to get in the evidence he tendered, and if it had been allowed it would have shown conclusively that Beck was in Peru in 1877 and that he could not have been the man who was convicted here in 1877. This evidence would have put Fulton on his guard, and dispelled his idea that he was trying the man he prosecuted, and he should have admitted the evidence.

I am sure that had there been a Court of Criminal Appeal, as now, if the trial judge had rejected the evidence tendered by Beck's counsel on the 1896 trial and rejected on the objection of Avory, K.C., the judgment would have been quashed, and I again say that it was the unfortunate objection of Avory, K.C., coupled with the obsession of Fulton that the man he was trying was the man he prosecuted, caused Beck to be wrongfully convicted, and I regard this as not only a terrible wrong to an innocent man, which no monetary payment could compensate, but also as a terrible illustration of the fact that a technical point is always more interesting to the court and the advocates than the liberty of the subject.

Surely my quotation that everything that tended to help Beck was rigidly excluded is almost a verbatim extract from the report of Collins, L.J.

80, Coleman Street, London, E.C.2. 28th October. E. T. HARGRAVES.

CASES OF THE WEEK.

Court of Appeal.

LAPISH *v.* BRAITHWAITE. 17th and 23rd October.

LOCAL GOVERNMENT—MUNICIPAL CORPORATION—CITY COUNCIL—ALDERMAN—DISQUALIFICATION—COMPANY CONTRACTING WITH CORPORATION—MANAGING DIRECTOR AND SHAREHOLDER OF COMPANY—SHARE OR INTEREST IN CONTRACT WITH COUNCIL—MUNICIPAL CORPORATIONS ACT, 1882, 45 & 46 Vict. c. 50, s. 12, s-s. (1) (*c*), s. 41.

By s. 12 s-s. (1) (c) of the Municipal Corporations Act, 1882, a person shall be disqualified for being a councillor if and while he . . . has any share or interest in any contract . . . with . . . the council. The appellant was an alderman of the City of Leeds, and was also managing director of and a large shareholder in a limited liability company in Leeds which had a contract with the corporation of which the appellant was an alderman. There was no evidence that he took any active part in the negotiation, preparation or supervision of the contract beyond that which a managing director might be presumed to take in the ordinary discharge of his duties.

Held (Atkins, L.J. dissenting), that he was not disqualified by s. 12, s-s. (1) (c) of the Municipal Corporations Act, 1882, for being elected and for being a councillor as having directly or indirectly an interest in the contract.

Decision of Bailhache, J., 40 T.L.R. 857, *reversed.*

Appeal from a decision of Bailhache, J. The appellant was the defendant in an action brought by J. B. Lapish, who was a citizen and burgess of the City of Leeds, claiming from the defendant, who was an alderman of the city, the payment of penalties under s. 12 s-s. (1) (*c*) and s. 41 of the Municipal Corporations Act, 1882. Bailhache, J., held that the defendant was liable, and the defendant appealed.

BANKES, L.J.: This appeal raises a short but important point of construction of one section of an Act of Parliament. The Act is the Municipal Corporations Act, 1882, and the section is s. 12. The case for the plaintiff in the court below was that the defendant (the present appellant) was, by virtue of the provisions of that section, disqualified from being an alderman of the City of Leeds, and that while so disqualified he had acted as such, and had consequently rendered himself liable to a fine, which the plaintiff sought to recover in the action. The learned judge who tried the action decided in the plaintiff's favour. At all material times the appellant was an alderman of the City of Leeds, and he was also managing director of, and a large shareholder in, a limited liability company carrying on business at Leeds. This company had a capital of £250,000. It did an extensive business, and it had a contract with the Corporation of Leeds for the supply of a large quantity of earthenware goods, which contract was running at the time when the appellant is alleged to have acted as alderman, although disqualified. The only evidence in reference to the appellant's taking any active part in the making of the contract consisted in the fact that he was one of the two directors of the company who signed the document as witnesses to the affixing of the company's seal. The correspondence which led up to the contract was conducted by the secretary of the company. The appellant was paid a fixed salary as managing director. The question is whether on these facts the case falls within the section. The section is divided into two portions, a disqualifying portion, s-s. (1), and an exempting portion, s-s. (2). The material portions of the section are as follows. It is s. 12 (1):—

> A person shall be disqualified for being elected and for being a councillor, if and while he . . . (*c*) has directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of the council.

Then s-s. (2) says:—

> But a person shall not be so disqualified, or be deemed to have any share or interest in such a contract or employment, by reason only of his having any share or interest in—(*a*) any lease, sale, or purchase of land, or any agreement for the same; or (*b*) any agreement for the loan of money, or any security for the payment of money only; or (*c*) any newspaper in which any advertisement relating to the affairs of the borough or council is inserted; or (*d*) any company which contracts with the council for lighting or supplying with water or insuring against fire, any part of the borough; or (*e*) any railway company, or any company incorporated by Act of Parliament or Royal Charter, or under the Companies Act, 1862.

There is no doubt about the intention of the Legislature in framing this section. It was to secure as far as was thought necessary that aldermen and councillors should not place themselves in positions in which their duty and their interest conflicted,

and to remove a possible source of temptation. Our attention has been called to a number of statutes containing provisions introduced for a similar purpose. It is not necessary to refer to the particular language used in these statutes, as it throws no light on the question which we have to decide. We were also referred to the statutes of 1835 (5 and 6 Will. IV. c. 76), s. 28, and of 1869 (32 & 33 Vict. c. 55), s. 5, which were repealed and replaced by the Municipal Corporations Act, 1882. After discussing the earlier legislation, his lordship proceeded: The Legislature was not tightening up the disqualification. On the contrary it was always increasing the exemptions. The necessary inference from the historical survey of the legislation seems to be that the Legislature recognised that having regard to municipal life, to the importance of securing the services of the prominent persons in a municipality as members of the local authority, to the conditions affecting businesses and business people in the municipalities, it was necessary, in spite of the opportunities which might be given for malpractices, to relax to a very considerable extent the stringency of the original disqualifying provisions. It is with these views in mind that I approach the consideration of the material section. So far as s-s. (1) is concerned it is clear that this is a penal section, and as such must receive the construction which has always been applied to such provisions. If the appellant's case does not fall within the language of s-s. (1) there is an end of the matter, and it is unnecessary to consider whether s-s. (2) applies. I desire to confine my decision to the particular facts of this case, that is to say, to the case of a person who is an alderman or councillor, and who is also a shareholder in, and the managing director at a fixed salary of a very substantial company which has a contract with the council of which he is a member, there being no evidence that the managing director took any active part in the negotiation, preparation or supervision of the performance of the contract, beyond that which a managing director might be presumed to take in the ordinary discharge of his duties. In dealing with the language of the sub-section, it is material to bear in mind that the disqualifying portion is an exact reproduction of the original statute of 1835. In the absence of a clear indication to the contrary one would assume that the Legislature in reproducing that language in the Act of 1882 did not intend to create any fresh ground of disqualification. The exempting proviso in the Act of 1835 exempted from disqualification persons who otherwise "by reason" of being proprietors or shareholders of a company contracting to supply a council with light or water or insuring against fire would have been disqualified. I cannot read the language of this statute as being aimed at or as including the officials or servants of companies, or partnerships, or persons employed by individuals, who are paid a fixed salary and whose only concern with contracts made between their employers and the council of which they were members, was that in discharge of their duty to their employers they negotiated or concluded, or superintended the carrying out of such contracts. The Act of 1869 did not in my opinion create any fresh ground of disqualification. On the contrary it extended the exemption to persons having a share or interest in railway companies, companies incorporated by Act of Parliament or Royal Charter or under the Companies Act, 1862. It is true that the draftsman adopted a different form for creating the exemption from that adopted in the earlier statute, and he added the word "only" to the words "by reason of." I cannot read the addition of the word "only" appearing as it does in an extension of the exemption clause as creating any new ground of disqualification, or as intended to draw any distinction between the officials and servants of the companies mentioned in the earlier Act, and those mentioned in this Act. I pass now to a closer examination of the language of the material section of the Act of 1882. In my opinion the expressions "share" or "interest" in s-s. (c) are not synonymous terms. The expression "interest" is introduced in contradistinction to "share." A managing director who is also a shareholder has indirectly an interest in the contract made between his company and a council because he is a shareholder. As managing director merely he has no share in the contract. Has he an interest in the contract? On the one hand it is said that if the answer is in the negative the door is opened to just the sort of influences which it is the object of the statute to remove. On the other hand it is said that if you construe "interest" in a contract as including the part which a managing director plays in relation to the contract, where are you going to stop, and where can you draw the line. Every responsible official of the company who has been concerned in the negotiating or drafting of the contract, or in supervising the carrying of it out after it has been made, has just as much an interest in that sense in the contract as the managing director, and very possibly a greater interest. Again, is the disqualification to depend upon the part which the managing director or other salaried official in fact took in negotiating, concluding or supervising the fulfilment of the contract, or is it to be sufficient that he had the opportunity of doing any or all of these things? Two of the decisions which have been cited to the court are of some assistance in interpreting the language of the section, though the facts in each of the cases are very different. His lordship referred to *England* v. *Inglis*, 1920, 2 K.B. 636, and *Everett* v. *Griffiths*, 1924, 68 SOL. J. 562; 1924, 1 K.B. 941, and said that he agreed with both decisions on the point in question in this case. His lordship proceeded: I do not think the expression "interest in a contract" as used first of all in the Act of 1835 and reproduced in s. 12 (1) of the Municipal Corporations Act, 1882, includes such an interest as a paid official of an incorporated company necessarily takes in a contract by reason of the fact that it was part of his duty to make the contract and to superintend the execution of it, and that as such paid official he is interested in the success of the company, and for this purpose I cannot draw a distinction between a managing director and any other salaried official whose duties may require him to make and supervise contracts on behalf of his principal. To adopt the view of the statute contended for by the respondent is to adopt a construction the result of which is that the Legislature has exempted the applicant from disqualification in respect of his real and substantial interest in the company and in the contract which arises from the fact of his being a large shareholder, and has disqualified him for a less real and substantial interest in the contract which arises from the fact of his being managing director. I agree with the view expressed by McCardie, J., that, if the Legislature intend to include the case of the managing director and the paid official, they should do so by more explicit language than has hitherto been used. If the above view is correct it disposes of the appeal, because if the case does not fall within the disqualifying portion of the section the question does not arise as to whether it falls within the exemption portion. On this second point, if it arises, one question is whether the Legislature has used the expression "share or interest" in the same sense when speaking of a share or interest in a contract under s. 12 (1) (c) as they have when speaking of a share or interest in a company under s. 12 (2) (e). It is part of the respondent's case that "share or interest" in a company is used in the sense of proprietary share or interest. I cannot bring myself to think that the Legislature in the language used in the two sub-sections intended that a different meaning should be attributed to "share or interest" in the one sub-section to what is attributed to the same expression in the other; nor do I see anything in the context, or in the language of the two sub-sections which could lead me to put two different constructions upon the same expression. Assuming, therefore, but without deciding, that the view contended for by the respondent as to the meaning of the expression in the second sub-section is correct, then if the same meaning is given to the expression in the first sub-section the appellant succeeds, because he does not come within the disqualifying portion of the section. With respect to the opinion of a learned judge whose opinion is entitled to great respect and whose death we all deplore, I cannot agree with his construction of the statute. In my opinion the appeal succeeds; the judgment for the plaintiff must be set aside and entered for the defendant with costs of the action as between solicitor and client and of the appeal as between party and party. In conclusion, I desire to say that my decision must be confined to cases where the facts are similar to the present case and where no charge whatever of misconduct or bad faith is made against the councillor or alderman.

SCRUTTON, L.J., concurred.

ATKIN, L.J., read a dissenting judgment. After stating the facts and holding that the defendant had an interest in the contracts of his company with the corporation, the Lord Justice concluded: Holding, therefore, that the defendant had an interest in the contracts as above stated, I have next to inquire

whether he comes within the protective clause. It has been argued that the words "share or interest" in the protective clause are the words used in the disqualifying clause; and that they must necessarily have the same meaning. I cannot agree. It will be found that some of the protective provisions refer to "share or interest" in the subject-matter of the contract, while others refer to "share or interest" in a contracting firm or corporation. Share in a contract has not the same meaning as "share" in a corporation which makes a contract; and so with interest. The protective clause itself is a re-production of various protective clauses to be found in previous Acts. Thus 2 (*a*) and (*d*) are to be found in the Municipal Corporations Act of 1842, 2 (*c*) in the Act of 1852, (*c*) is in substance the protection given in the original Act of 1842, and (*e*) comes from the Act of 1869. The words "share or interest" in a limited company comes from the Act of 1869, which extended the protection given to persons interested in contracts relating to water, lighting and fire insurance by the Act of 1835, to the case of railway companies and limited companies. It is to be noticed that the protection given in the case of water, light and fire insurance companies was by the original Act of 1835, limited to a disqualification arising by reason of a person being a shareholder. It seems to me that the true view of the Act of 1869 was to put railway shareholders and shareholders in limited companies in the same position as shareholders mentioned in the Act of 1835. I cannot think that a larger measure of relief was intended to be given in respect of such companies than had been given in the original case of light and water companies; a protection which remained unaffected, until if at all, by the Act of 1882. In this respect I think that s. 12 of the Act of 1882 was merely a codifying section and not intended to have an amending operation. If one had to surmise why in 1869 the draftsman used the words "share or interest" in a company rather than the words being a shareholder in a company, it may well be that his attention had been drawn to the collocation in the Companies Act of 1862 of share and interest of a member in ss. 22 and 24, and to the fact that under that Act a member's interest might be represented by stock; or might consist only of liability on a guarantee in the case of a company limited by guarantee. It seems to me that the words are accurately explained as suggested by Mr. Perks in his argument, as being a proprietary right such as a share or interest similar to a share. In other words they were intended to give no further substantial relief than that given by the Act of 1835 to a shareholder. In coming to this conclusion I am fortified by the fact that in, I believe, all similar statutory provisions, the Education Act, the Public Health Act, the Local Government Act of 1894, the protection is limited to disqualification arising by reason of being interested as a shareholder. Why a member of a corporation should have a larger measure of protection I cannot understand, and I do not think that the Legislature ever so intended. I may add that a person may have an interest in a contract derived from a company without having any interest in the company, as, for instance, if the company had assigned to him the contract or a definite share of it, or had given him a charge on it. I apprehend that the creditor of a company with a specific charge on one of its contracts may have an interest in the contract without having an interest in the company. So I think that the managing director of a company whose duty it is to make and execute a contract with the business expectation of receiving an additional remuneration commensurate with the profits that he made from performance of the contract has an interest in the contract without having as such director an interest in the company. I cannot see that the relation to the company or the contract of the managing director or of any director in this respect can be comparable with that of a servant of the company whose duty it may be under orders to perform part of the duties required by the contract. The signalman who was introduced into the argument appears only to divert the argument on to the wrong line. I am the more encouraged to take this view by the reflection that it obviously promotes, while the appellant's view obstructs, the principle of public policy which underlies the statute. In 1782 "for further securing the freedom and independence of Parliament" the Legislature made provision disqualifying from being a member of the House of Commons any person who directly or indirectly himself undertook, executed, held or enjoyed in whole or in part any contract on account of the public service during the period during which he so undertook or enjoyed the benefit of such contract. The provision in the Municipal Corporations Act of 1835 is conceived in the like spirit. The object is manifest. It is to obtain for the public body concerned the disinterested advice of its members, so that they are not put in a position where their duty or interest conflict. It is intended also to prevent the possibility of members' votes and other matters being influenced by the promise or receipt of beneficial contracts. And it is further intended to secure the honour and dignity of the corporation itself by securing that there shall be no suspicion of the integrity of its members, and no ill-will amongst burgesses ot members of the corporation because they are passed over in business in preference to favoured councillors. No suspicion of corruption has been suggested in this case. But the facts disclosed make it clear that all the evils sought to be avoided may be present if such a position as the defendant's in this case is not within the Act. I think that the judgment of Bailhache, J., was right. It must have been one of the last judicial utterances of that great lawyer, and I rejoice to be in agreement with him in seeking to maintain, though unsuccessfully, a statutory provision so essential to the maintenance of purity in local administration. Appeal allowed.—COUNSEL: *Greene*, K.C., *Hecksher* and *F. N. Oldroyd*; *Mortimer*, K.C., *T. P. Perks* and *Russell Vick*. SOLICITORS: *Peter Thomas & Clark*, for *Simpson, Peckover, Curtis & Batley*, Leeds; *Smiths, Fox & Sedgwick*, for *H. B. James & Morrish*, Leeds.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

STEWART *v.* MASSETT. Lawrence, J. 16th October.

LANDLORD AND TENANT—LEASE FOR TWENTY-ONE YEARS, EXPIRING 1931—OPTION TO BOTH LESSEE AND LESSOR TO DETERMINE AT END OF FIRST SEVEN OR FOURTEEN YEARS—OPTION TO LESSEE TO CALL FOR FURTHER TERM BEYOND THE TWENTY-ONE YEARS—THE LAST OPTION EXERCISED—LESSOR'S REFUSAL TO GRANT FURTHER TERM—EFFECT OF BOTH OPTIONS.

Where a lease for twenty-one years, expiring in 1931, *contained options for the lessor or lessee to determine the lease at the end of the first seven or fourteen years, and also an option for the lessee to call for a further term from the expiration of the twenty-one years and such last option was exercised by the lessee, and the lessor thereupon gave notice to determine the lease at the end of the first fourteen years,*

Held, that upon the true construction of the lease, such notice did, in fact, duly determine the lease, notwithstanding the defendant's previous notice calling for a further term.

This was an originating summons for the construction of a very curiously-worded lease. The facts were, shortly, as follows:—By a lease, dated 12th June, 1912, and made between F. M. Winter (thereinafter called "the lessor," which expression included the person for the time being entitled to the reversion of the demised hereditaments) of the one part, and Charles L. E. Massett, the defendant, of the other part, the lessor demised to the defendant a certain shop in East Ham, for the term of twenty-one years, from Lady Day, 1910, determinable as thereinafter provided, at the yearly rent of £65, during the first seven years; of £70 during the next seven years; and of £75 during the last seven years of the term. After the usual lessee's covenants there was a proviso in the lease that the tenancy thereby created should be determinable at the end of the first seven or fourteen years by either party, on giving to the other six months' previous notice in writing. It was further provided by the lease that if the lessee should be desirous of having a further lease for a term of seven years, and of such his desire should give to the lessor six months' notice in writing before the expiration of the term of twenty-one years, then, and in such case (provided that the lessee should have duly performed and observed the covenants in the lease), the lessor would grant to the lessee a further term of the premises for seven years, the lease to be in the same form, with such modifications as the lessor's solicitor might approve, and the term to be computed from Lady Day, 1931, at the rent of £80. In 1922 the freehold reversion became vested in the plaintiff, and on 20th August, 1923, the defendant informed the plaintiff, by letter, that in pursuance of the option given to him under the lease, he desired to take a further lease. In reply, the plaintiff declined to grant it, and endorsed a formal notice to determine the tenancy at the end of the fourteen years, and the plaintiff took out this originating summons for a declaration that the lease was duly determined by such notice.

LAWRENCE, J., after stating the facts, said:—The point of construction is a short one, but by no means an easy one. There has obviously been a blunder in the drafting of the two last clauses being the clauses which relate respectively to the options to determine the lease and to take a further lease. The question is what is the effect of those two clauses in the lease. It is the duty of the court to endeavour to reconcile the two clauses, and to give a reasonable meaning, if it can be done, in view of the expressions used by the parties to the bargain which they have come to in the lease. It is obvious, reading the lease as a whole, that the parties bargained for a term of twenty-one years, which was to be determinable at certain fixed periods as expressed in the lease. It appears from the wording of the ultimate clause that it was the intention of the parties that, if the lease had not been determined before, but continued till the third or ultimate

period of seven years, the lessee was to have an option to get a further lease of seven years. In other words, the ultimate clause was subject to the operation of the penultimate clause, and the penultimate clause was one that remained in force throughout the term of twenty-one years. Therefore, that clause necessarily, if exercised, overrode the provision in the ultimate clause. It would not be reasonable to construe the lease so as to enable the lessee, by giving a notice requiring a grant of a further lease, to prevent the lessor or himself from determining the lease at the end of the first seven or fourteen years. A declaration will be made in favour of the plaintiff as sought by the summons.—COUNSEL: *Jenkins*, K.C., and *Chetwynd Leech*; *Owen Thompson*, K.C., and *Charles Church*. SOLICITORS: *Douglas Wiseman & Co.*; *E. C. Kilsby & Son*, for *E. Edwards & Son*, East Ham.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

BRAGG v. BRAGG. Div. Ct. (Duke, P. and Horridge, J.) 14th October.

MAINTENANCE—ORDER OBTAINED BY A MARRIED WOMAN IN A COURT OF SUMMARY JURISDICTION—DISSOLUTION OF THE MARRIAGE SUBSEQUENTLY—APPLICATION BY THE HUSBAND TO DISCHARGE THE ORDER—EFFECT OF THE DISSOLUTION ON THE MAINTENANCE ORDER—DISCRETIONARY POWER OF MAGISTRATE TO DISCHARGE THE ORDER—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895, ss. 5 and 7.

A maintenance order obtained by a married woman during her marriage from a court of summary jurisdiction is not terminated by a decree absolute *for the dissolution of the said marriage; nor is a court of summary jurisdiction obliged to discharge the order because the marriage has been dissolved; though it has power to do so at its discretion. It depends on the facts of each particular case.*

On 15th August, 1919, the wife obtained a maintenance order against her husband from the stipendiary magistrate at Leeds for 17s. 6d. a week, on the ground of his desertion, for herself and two children of the marriage, of whom she was given the custody. On 27th July, 1922, the wife obtained a *decree nisi* for the dissolution of her marriage on the grounds of her husband's bigamy and adultery, and on 5th February, 1923, the said *decree nisi* was made absolute. The husband then took out a summons under the Summary Jurisdiction (Married Women) Act, 1895, for the discharge of the order of 15th August, 1919, on the ground that the order had ceased to be operative because the marriage had been dissolved by the decree absolute. The stipendiary magistrate refused to discharge the order. The husband therefore appealed to the Divisional Court.

Counsel for the appellant submitted that the Summary Jurisdiction (Married Women) Act of 1895 only gave jurisdiction to order maintenance to be paid to a married woman, and therefore when the marriage had been dissolved by the act of the applicant, the jurisdiction came to an end and the order became void *ipso facto*.

[Horridge, J., "Then why apply to discharge it?"]

Application was often made to discharge orders so as to be on the safe side. If the order still subsisted it ought to be discharged when the wife, in whose favour it had been made, no longer had the status of a wife. As the High Court had power to grant maintenance to the wife after decree absolute there would be no hardship on her if the order was discharged.

Counsel for the respondent (the wife) submitted that the husband was ordered to maintain his wife on the ground of his desertion of her, and it would be absurd if he was relieved of his obligation because he had committed the further offences of bigamy and adultery. He did not dispute that a dissolution of the marriage might be a matter which the stipendiary magistrate might consider to be a cause for discharging the order under s. 7 of the Summary Jurisdiction (Married Women) Act, 1895; but the matter was one over which he had a discretion, and that he exercised his discretion correctly.

THE PRESIDENT, in the course of his judgment, said: "The learned magistrate gave very careful attention to this case, and has given the parties the advantage of a statement in detail of the grounds upon which he refused the husband's application. On the face of it, it seems anomalous that a woman who has obtained as a wife an order for maintenance to be provided by her husband, when she has put an end to the relation of husband and wife, may still say that the order for the maintenance of the wife by the husband subsists. It is not because it seems anomalous that that may not be the statutory provision, nor is it conclusive to show that it is contrary to common-sense. Dealing with the second position first, the state of the matter is this—there was a husband who deserted his wife, who committed adultery and bigamy, and who, while matters were in that position, was ordered by a magistrate to make a contribution to the maintenance of his wife and children. After some time the woman who had been so ill-used took proceedings for divorce, and obtained a decree for dissolution of the marriage; but she still remained the mother and custodian of the children, and this court, under ordinary circumstances, if there had not been that order for custody, could have made such an order. So this married woman remains the custodian of the children, their natural guardian and their legal guardian, and is liable for their maintenance. There are grounds of common sense for holding that an order, which dealt with maintenance, and not so far as that part of it goes with any of the other obligations of married life, should continue to subsist. That, however, does not conclude the matter at all. It is still necessary to see what are the limits of the statutory jurisdiction. Mr. Frampton made a shrewd remark which went to the root of his own case. He said that the decree absolute had put an end, *ipso facto*, to the magisterial order, and that the appellant had only gone to the magistrate to call his attention to the fact, and to get him to make an order discharging the previous order. Well, if the previous order had *ipso facto* been discharged, the magistrate of course had no jurisdiction to do anything. He might express a pious opinion. If it had not been discharged, then the discharge of it depends upon s. 7 of the Act of 1895. As my brother pointed out, the appellant is put rather in a dilemma by the two arguments which are addressed to us. If the order is discharged by the decree absolute, there was no jurisdiction of the magistrate to entertain this summons; if the order is not discharged by the decree absolute, then a discretionary jurisdiction exists. Sections 4 and 5 of the Act of 1895 describe the persons who may resort to the jurisdiction and the relief they may get. The person in s. 4 is "any married woman" under various circumstances, that is a woman who at the time of her resort to the court of summary jurisdiction is qualified by her condition. Then s. 5 describes what kind of order may be made and 5 (*c*) provides: "that the husband shall pay to the applicant personally or for her use to any officer of the Court," and "such weekly sum not exceeding £2 as the Court shall, having regard to the means both of the husband and wife, consider reasonable." Relevant to that is s. 5 (*b*) which is the provision for giving the wife the custody of the children, whom, of course, she would have to maintain. The order was made, and that gave effect to s. 5 (*b*) and (*c*). Mr. Frampton says the description of the payee as a "wife" and of the payor as a "husband" operates as a limitation of the rights of a wife, and of the obligation of the husband. Mr. Barnard, on the other hand, says: "No, the Act describes persons who may claim remedies, and the words are mere words of description of persons standing in certain relationship at the time the court of summary jurisdiction comes to deal with them, and he says, as I understand, that s. 7 is the section which limits the operation of the order, when once it has been obtained, by giving powers to the court of summary jurisdiction upon fresh evidence to alter, vary or discharge the order, and to increase or diminish the amount of the weekly payment. Then there is this proviso: "If any married woman upon whose application an order shall have been made under this Act," and so on, "shall voluntarily resume cohabitation with her husband, or shall commit an act of adultery, such order shall upon proof thereof be discharged." That is the only limitation of the legislature imposed. When this Act was passed in 1895, a woman who added to desertion a grievance of her husband's adultery, might proceed for a divorce. One must assume that the authors of this Act and the legislature which passed it were aware of this elementary fact. They took the view which this appellant took, that such an order once made, and whilst the parties were alive, is not got rid of except by an order of the court of summary jurisdiction, and that an application must be made. On the whole, I think the appellant was right in his original view that he must go to a court of summary jurisdiction to get rid of this order, although there has been a decree absolute of divorce; and it seems to me to follow from this, that if there

were not the statutory grounds of discharge of the husband from his obligation under the order, then before the applicant could succeed he must satisfy the magistrate that justice required that the order should be altered, varied, or discharged. He failed to satisfy the magistrate that the order ought to be altered, varied, or discharged. I entirely agree with the reasons upon which the magistrate founded that view. The magistrate thought that it was a very convenient thing that this order should subsist, and that a court which was close at hand to the parties should be able to give the wife assistance if she needed it, or give the husband relief, if he was entitled to it. I agree entirely with the reasoning of the learned magistrate, and on the whole I think this appeal fails.

HORRIDGE, J.: The question in this appeal is whether or not there is provision in the Summary Jurisdiction (Married Women) Act, 1895, which limits the operation of orders made under s. 5 to the period of the subsisting marriage. I can find no such words. In s. 5 (*c*) the provision that the "husband" shall pay to the applicant personally merely defines the husband at the time of the order. The "applicant," of course, is the wife; but there are no words to show that the order itself is to be limited to the period of the marriage. That being so, the court of summary jurisdiction is thrown back on s. 7, and under that section it is a matter of discretion which I think in this case the learned magistrate has properly exercised, and this appeal ought to be dismissed.—COUNSEL: *W. Frampton* for appellant; *H. Barnard* for respondent. SOLICITORS: *Ward, Bowie & Co.* for *J. Wurzal*, Leeds; *Collyer, Bristow & Co.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

CASE OF LAST SITTINGS.

High Court—King's Bench Division.

JENKINSON *v.* **WRIGHT.** Div. Court. 28th July.

LANDLORD AND TENANT—RENT RESTRICTION ACTS—LEASEHOLD PREMISES—LANDLORD OBTAINS POSSESSION WITH EXCEPTION OF ONE ROOM—MORTGAGES PREMISES BY WAY OF SUB-DEMISE—ATTORNS TENANT TO MORTGAGEE—WHETHER ENTITLED TO POSSESSION OF THE ROOM—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 12 (7)—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923, 13 & 14 Geo. 5, c. 32, s. 2 (1).

A landlord came into possession of the whole of certain leasehold premises (with the exception of one room, which had been sub-let). The premises were subject to the Rent Restriction Acts. The landlord mortgaged the premises by way of sub-demise and attorned tenant to the mortgagee.

Held, that the relation of landlord continued to exist as between the landlord and the tenant of the room, and that the landlord was entitled to an order for possession of the room.

Appeal from the decision of a county court judge. The appellant was the landlord of certain leasehold premises subject to the Rent Restrictions Acts. Having come into possession of the whole of the premises with the exception of one room, which was let to a tenant, the landlord mortgaged his leasehold interest in the premises and attorned tenant to the mortgagee. The landlord sought an order for possession of the room above referred to and the county court judge refused to make an order on the ground that the landlord, having attorned tenant to the mortgagee, was no longer the landlord of the premises. The landlord appealed. By s. 12 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided: "(7) Where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof, this Act shall not apply to that rent or tenancy nor to any mortgage by the landlord from whom the tenancy is held of his interest in the dwelling-house, and this Act shall apply in respect of such dwelling-house as if no such tenancy existed or ever had existed." By s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, it is provided: "(1) Where the landlord of a dwelling-house to which the principal Act applies is in possession of the whole of the dwelling-house at the passing of this Act, or comes into possession of the whole of the dwelling-house at any time after the passing of this Act, then from and after the passing of this Act, or from and after the date when the landlord subsequently comes into possession, as the case may be, the principal Act shall cease to apply to the dwelling-house: Provided that, where part of a dwelling-house to which the principal Act applies is lawfully sub-let, and the part so sub-let is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sub-let by reason of the tenant being in or coming into possession of that part, and, if the landlord is in, or comes into, possession of, any part not so sub-let, the principal Act shall cease to apply to that part, notwithstanding that a sub-tenant continues in, or retains, possession of any other part by virtue of the principal Act . . ."

LORD DARLING, delivering judgment, said that the appellant was clearly the landlord of the premises. Having regard to s. 12 (7) of the Act of 1920, and to the fact that a peppercorn rent was obviously less than two-thirds of the rateable value, the tenant could not be protected or avail himself of the protection of the statute. The appeal must therefore succeed.

ROWLATT, J., delivered judgment to the same effect, and the appeal was allowed.—COUNSEL: *W. E. Beckett.* SOLICITORS *Timbrell & Deighton*, for *S. Guest, Cooper & Co.*, Dudley.

[Reported by J. L. DENISON, Barrister-at-Law.]

New Orders, &c.

New Trust Investment.

NOTICE.

COLONIAL STOCK ACT, 1900.

(63 & 64 VICT., CH. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned stock registered or inscribed in the United Kingdom:—

Queensland Government 5 per cent. Inscribed Stock 1940-60.

The restrictions mentioned in Section 2, sub-section 2, of the Trustee Act, 1893, apply to the above stock (*see* Colonial Stock Act, 1900, Section 2).

Company Law Amendment: Some Practical Suggestions.

The following lecture was given by Mr. Herbert W. Jordan before the Secretaries' Association, at the Cannon Street Hotel, on the evening of 21st October:—

When, as a sequel to a conversation with your Secretary, your Council invited me to speak on the subject of Company Law Amendment, I responded by undertaking to offer some suggestions of a practical nature. Suggestions are forthcoming from time to time from various quarters, but not all of them are capable of being put into practice. Whether or not the recommendations I am about to put before you possess any other merit, is not for me to say, but I think you will concede that they could be adopted without having a disturbing effect on industry or proving vexatious.

Lest any of those present should have come expecting to hear suggestions of a drastic or startling nature, let me say at the outset that their anticipations will not be realised. It may be assumed, generally speaking, that those who propose or demand sweeping reforms in our Company Law system suffer from the disadvantage of having little practical acquaintance with the working of the statutes affecting limited companies.

My admiration for the Companies Acts does not, however, blind me to the fact that some amendments of an important character, and many amendments in regard to details, largely of a tidying-up kind, are desirable.

Practically every alteration of the law affecting companies increases the complexity of a code which is already too complex to be readily understood by directors and secretaries and others whose duty it is to acquaint themselves with the provisions of the statutes. Any further alterations in the law should be kept within the bounds of strict necessity, and only be made after due deliberation by a competent body, as has been the commendable practice in the past. The introduction into Parliament by private members of piecemeal measures to remedy some defect or supposed defect in the Companies Acts is not an ideal method of bringing about an alteration in the law, although generally it has the effect of concentrating and enlightening public opinion on the subject, and paving the way for some possibly better measure.

The time is hardly ripe for another consolidating statute, and it would appear to be more desirable to devote attention now solely to matters that press. An uncontentious Bill to consolidate and amend the Acts in matters of detail can subsequently be introduced. It will be recalled that the Consolidation Act of 1908 perpetuated many small imperfections in the

former Acts, for the reason that it was intended to be a consolidating statute only (although, it is true, a few alterations which appeared to be of little moment were made). It is to be hoped that when consideration is given to the question of a fresh consolidation, an effort will be made to simplify the law as far as may be practicable.

It may be within your recollection that when addressing you at other times I have suggested various ways in which the Acts might be amended, the more important being:—

(1) That in certain circumstances provisions relating to prospectuses should apply also to offers for sale.

(2) That mortgages and charges of every description should be registered.

(3) That annual returns should be made up to a fixed date (say the anniversary of the date of incorporation).

(4) That the statement in the form of a balance sheet should be made up to the date of the annual balance sheet and be filed within, say, fourteen days of the auditing thereof, and not be required to form part of the annual return. If no balance sheet is prepared the statement could be required to be made up to the date of the annual return (under the present provision the statement may be made up to a date some years prior to the date of the annual return, and it may be merely a copy of a statement comprised in one or more earlier returns).

(5) That an individual (or firm) forming a private company and taking debentures in consideration of the transfer of the business to the company should be prevented from enforcing within a specified time a charge over the assets to the prejudice of unsecured creditors. (At present, where the value of the assets does not exceed the amount of the debenture-holder's claim, either of two courses may be taken: (*a*) the assets may be sold and the entire proceeds handed to the debenture-holder, or (*b*) the assets may be transferred to the debenture-holder intact. In the latter case the debenture-holder is at liberty to form another company and repeat the procedure, (as one individual is known to have done thirteen times).

(6) That where a public company holds a controlling interest in a private company the latter company should be required to file annually a statement in the form of a balance sheet as though it were a public company.

(7) That every member of a holding company should have the right to be supplied on demand with a copy of the balance sheet of every constituent company.

(8) That accounts should be filed by the liquidator in every winding-up, whether or not the liquidation is completed within a year.

(9) That new rules should be made dealing expressly with the voluntary winding-up of companies.

In regard to my suggestion as to offers for sale, you are probably aware that a Bill was presented to the late Parliament bringing within the expression "prospectus" all offers for sale of any "securities" and providing that the relevant provisions of s. 81 of the 1908 Act shall apply to every offer for sale unless the company or person making the offer has had continuous possession of the "securities" for at least two years. Should the Bill eventually be passed, the practice of issuing invitations in the form of an "offer for sale" will cease. But it is doubtful whether there is need for so drastic a provision. Apart from the fact that there is no privity of contract between the company, the shares or debentures of which are being offered, and the allottees, no reasonable objection can be taken to the offer for sale as such; it is only when advantage is taken of the fact that such an offer is not subject to the provisions of s. 81 that exception can rightly be taken to an invitation to the public to subscribe for shares or debentures being made in such a form. Is there no *via media*? I am disposed to think that a satisfactory course would be—

(*a*) To enlarge the application of ss. 80 and 81 so that they apply to an offer for sale of shares or debentures of a company which contains any statement purporting to be made on the authority of such company or of any director or other officer of such company (thus rendering it necessary for such a document to be filed and to contain the same information as is at present required to appear in a prospectus issued by a company offering its own shares or debentures). It might further be considered desirable that the offer should be required to state on the face thereof by whom it is made.

(*b*) To provide that in the event of fraud or misrepresentation any claim for damages by allottees shall be against the company, firm or person making the offer, and that the latter shall be entitled to claim an indemnity from the company, the shares or debentures of which are offered.

(*c*) To require any offer to which ss. 80 and 81, as amended, do not apply to state on the face thereof by whom it is made, and that neither the company nor any of its directors or other officers has directly or indirectly authorised any statement contained therein.

Turning to the second recommendation, s. 93 of the Companies (Consolidation) Act, 1908 (which requires the registration of certain mortgages and charges), does not appear to be sufficiently comprehensive, and I think it would be advantageous to extend its scope so as to make necessary the registration of practically all mortgages and charges except the pledge of a bill of lading, delivery order, warrant for goods, or similar commercial document, as security for advances. My reasons for excluding a charge of the latter description are (1) that the practice of pledging bills, etc., is well understood in the commercial world, and disclosure of the charges (which are merely temporary in their nature) would not enable any creditor or prospective creditor to judge as to whether the company's financial position were sound or otherwise, and (2) that in view of the frequency of such transactions the obligation to register would inflict an undue burden on many companies, and incidentally the file of the company at the Companies Registry would be encumbered with a mass of papers of no permanent value.

I would further advocate that any charge as defined by s. 93 on property of a company should be recorded on the file, even though the charge is not created by the company. If, for example, a company acquires freehold property and subsequently creates a charge thereon, it is under an obligation to register the charge. But if the property is already mortgaged and the company purchases the equity, registration is not required, nor does the amount of the charge have to be disclosed in the annual return. To require registration of a charge which may have been in existence for years and which the company did not create and as a consequence of the registration to render the charge invalid against the liquidator and any creditor would hardly be feasible; but it would be useful to provide for the filing of a statement of secured debt (see s. 12 of the Companies Act, 1907) within twenty-one days after the purchase by a company of an equity of redemption, and also to require the inclusion in the annual return of the amount of the debt. At present, where a company acquires an equity of redemption the file is misleading, as most persons who might be aware of the fact that the company owns the property would assume that there is no charge thereon.

(To be continued).

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, Sir Chas. H. Morton, Sir Kingsley Wood and Mr. W. H. Norton. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 6th November.

	Middle Price. 29th Oct.	Interest Yield.
English Government Securities.		£ s. d.
Consols 2½%	57⅛	4 7 0
War Loan 5% 1929-47	100$\frac{5}{16}$xd	4 19 6
War Loan 4½% 1925-45	96½xd	4 13 0
War Loan 4% (Tax free) 1929-42	100⅛	3 19 0
War Loan 3½% 1st March 1928	96⅜	3 13 0
Funding 4% Loan 1960-90	90½	4 9 0
Victory 4% Bonds (available at par for Estate Duty)	92⅜	4 6 6
Conversion 4½% 1940-44	98$\frac{15}{16}$	4 11 6
Conversion 3½% Loan 1961	78½	4 9 0
Local Loans 3% 1921 or after	66⅞	4 10 0
India 5½% 15th January 1932	101⅞	5 8 0
India 4½% 1950-55	85⅜	5 5 6
India 3½%	65¼	5 7 0
India 3%	56	5 7 0
Colonial Securities.		
British E. Africa 6% 1946-56	114	5 5 0
South Africa 4% 1943-63	90	4 9 0
Jamaica 4½% 1941-71	95½	4 14 6
New South Wales 4½% 1935-45	96½	4 13 0
W. Australia 4½% 1935-65	96½	4 13 0
S. Australia 3½% 1926-36	85½	4 2 0
New Zealand 4½% 1944	96½	4 14 0
New Zealand 4% 1929	95½	4 3 6
Canada 3% 1938	83½	3 12 0
Cape of Good Hope 3½% 1929-49	81½	4 6 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54¼	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	66	4 11 0
Birmingham 3% on or after 1947 at option of Corpn.	65½	4 12 0
Bristol 3½% 1925-65	77⅛	4 10 0
Cardiff 3½% 1935	89	3 18 6
Glasgow 2½% 1925-40	74xd	3 7 6
Liverpool 3½% on or after 1942 at option of Corpn.	77½	4 10 0
Manchester 3% on or after 1941	66½	4 10 6
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	64½	4 13 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	82½	4 5 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	84½	4 14 6
Gt. Western Rly. 4% Rent Charge ..	103½	4 16 6
Gt. Western Rly. 5% Preference	102	4 18 0
L. North Eastern Rly. 4% Debenture ..	83	4 16 6
L. North Eastern Rly. 4% Guaranteed ..	81⅞	4 18 0
L. North Eastern Rly. 4% 1st Preference	80½	4 19 6
L. Mid. & Scot. Rly. 4% Debenture ..	83½	4 16 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	81⅞	4 18 0
L. Mid. & Scot. Rly. 4% Preference ..	80½	4 19 6
Southern Railway 4% Debenture	83	4 16 6
Southern Railway 5% Guaranteed ..	101½	4 18 6
Southern Railway 5% Preference	100⅝	4 19 6

Law Students' Journal.

Sheffield and District Law Students' Society.

The first ordinary meeting of the ensuing session of the above Society was held in the Law Library, Bank Street, Sheffield, on Tuesday, 21st October, when Mr. Marcus J. Whitehead was in the chair. The subject for debate was: "A parish councillor votes at a meeting of a parish council in favour of a contract with a company in which he is a shareholder and of which he is managing director. Has he exposed himself to the penalties provided by s. 46 of the Local Government Act, 1894 (the county council not having exercised their power of removing the disabilities imposed by the section)?" Mr. L. S. Hiller, supported by Mr. R. C. Penhale, opened on behalf of the affirmat ve, and Mr. E. W. J. Nicholson, supported by Mr. F. J. Kershaw, on behalf of the negative. On the debate being declared open all members present spoke. Messrs. Nicholson and Hiller then replied, and when the question was put to the meeting a decision was arrived at in favour of the affirmative by 11 votes to 2.

Legal News.

Dissolution.

GEORGE DALBY and ARTHUR FREDERICK MOORE (Dalby and Arthur Moore), Solicitors, 47, Hamilton-square, Birkenhead, 20th day of October, 1924. All debts due and owing to or by the said late firm will be received and paid by the said Arthur Frederick Moore; and that in future such business will be carried on by the said Arthur Frederick Moore alone.

[*Gazette*, 24th October.

General.

A cheque for £143 has been presented to Mr. J. E. Schofield on his retirement after fifty years' service, for twenty-two years as chief clerk, on the clerical staff of the Southwark County Court. Judge Sir Thomas Grainger, who made the presentation, said that very few people outside the county court service realised how much of its success was due to the officials. They had done their work with very insufficient reward, and he was only too glad to know that at last the county court officials had been placed on a proper footing as civil servants.

Speaking in his constituency on the 23rd October, the Prime Minister, says *The Times*, stated that the Government had just appointed the third member on the Irish Boundary Commission and he added an expression of hope that, as a result, both Ulster and the Irish Free State would renew their good efforts once more to settle that long outstanding difficulty. According to a news agency the choice of the Cabinet has fallen upon Mr. Joseph R. Fisher. The other members of the Commission are Mr. Justice Feetham (Chairman) and Mr. John McNeill, the representative of the Irish Free State.

Mr. W. C. Bolland, 5, Essex-court, Temple, in a letter to *The Times* (24th October) says:—Though, as Sir Philip Burne-Jones remarks, the word "demand" may fall somewhat offensively on the ears of modern ratepayers, that is scarcely the fault of the borough councils and other like bodies. They are only following long tradition. The word comes down to them from the days when Anglo-Norman was spoken in England, and no much softer word was available. It meant nothing more than to "ask for," or, at the strongest, to "claim." Plaintiffs demanded damages, and serjeants, addressing the King's justices, demanded judgment.

On 23rd October the Divisional Court (the Lord Chief Justice, Mr. Justice Avory and Mr. Justice Salter) heard the appeal of William Marcus Pyke against a decision of the Statutory Committee of The Law Society that he should be struck off the rolls, on a charge that having recovered a sum of £5 2s. 6d. for arrears of alimony on behalf of a poor person he did not pay that sum over at once in one sum, but only in small and reluctant instalments, and the last of them under the order of a county court judge. The court thought that having regard to the age of the solicitor, who was nearly seventy years old, and to his long period in practice without complaint, justice would be met by his suspension from practice for twelve months.

A Reuter's message from Geneva, of 27th October, says:—The Committee of Experts which was appointed under the auspices of the League of Nations to consider the question of double taxation, and that of the assessment of individuals and firms for taxation generally, has just concluded its second session. Among those who gave evidence were Mr. H. M. Cleminson, General Manager of the British Chamber of Shipping, and Signor Polanca, a Genoese shipowner, who expressed the views of the

shipping world, which is particularly affected by double taxation. The Committee also considered the question of the evasion of taxation and is expected, in the course of its next session, to draw up a report, together with recommendations to the various Governments.

The Times correspondent at New York, in a message of 23rd October, says:—The Government began proceedings in the Federal Court in St. Paul, Minnesota, to-day, to bring about the "effective dissolution" of an alleged monopoly of the farm machinery business conducted by the International Harvester Company. On behalf of the Attorney-General it was asserted that the partial dissolution agreed to by the Department of Justice in 1918 had failed to produce substantial competition but, on the contrary, in the 18 months' test of its workings eight of the Harvester Company's competitors had been forced to give up business, and the company's percentage of the total sales of farm machinery had increased. There was no question, the Government's counsel argued, that the Harvester Company combination was in restraint of trade and was a monopoly in violation of the Sherman anti-trust law.

Revised wording, says *The Times*, under "City Notes," 28th October, is issued of what is known as Warranty "A" of the Institute Standard Port Risk Clause attached to marine insurance policies. The wording of the revised warranty, which is to take effect as from 1st November, is as follows:—"Warranted free from any claim arising directly or indirectly under Workmen's Compensation or Employers' Liability Acts, and any other statutory or common law liability in respect of accidents to or illness of workmen, or any other person employed in any capacity whatsoever by the assured or others in, on, or about or in connection with the insured ship or her cargo, materials or repairs. The revised warranty contains certain words which are not included in the existing warranty. The effect of the warranty is to exclude marine underwriters from liabilities which, it is held, should properly be assumed by those covering employers' liability risks.

Mr. Edwin Evans, president of the Property Owners' Protection Association, Limited, writes:—"London ratepayers must bestir themselves. Under the Valuation (Metropolis) Act, 1869, there is a statutory deduction from gross to net of one-fourth up to £20 annual value, one-fifth up to £40, and one-sixth over £40 to meet the cost of repairs. At the 1920 quinquennial period, the London boroughs decided that there was not time to alter the then existing assessments, but I understand all the present assessments are to be revised, and probably be based on the 40 per cent. increase of net rent permitted by the Rent Acts. If this is so, a grave injustice will follow, affecting tenants of over a million houses, even if the landlord pays the rates, as it is to be remembered that under the Rent Act all increases of rates are payable by the tenant, and occupying owners will also suffer great loss. This association is circularizing the London County Council and all the London boroughs, as well as members of their respective councils, and making strenuous efforts to remedy this injustice. A move must be made immediately, as it seems nothing short of an Act of Parliament amending the old 1869 Act can prevent a further great increase in rents. A copy of the case presented is enclosed, and your readers may obtain same on application to the Property Owners' Protection Association, Spencer House, South-place, Finsbury, E.C."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 3	Mr. Bloxam	Mr. Synge	Mr. Ritchie	Mr. Synge
Tuesday ... 4	Hicks Beach	Ritchie	Synge	Ritchie
Wednesday . 5	Jolly	Bloxam	Ritchie	Synge
Thursday .. 6	More	Hicks Beach	Synge	Ritchie
Friday 7	Synge	Jolly	Ritchie	Synge
Saturday ... 8	Ritchie	More	Synge	Ritchie

Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Nov. 3	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday ... 4	More	Jolly	Bloxam	Hicks Beach
Wednesday . 5	Jolly	More	Hicks Beach	Bloxam
Thursday .. 6	More	Jolly	Bloxam	Hicks Beach
Friday 7	Jolly	More	Hicks Beach	Bloxam
Saturday ... 8	More	Jolly	Bloxam	Hicks Beach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, October 24.

HOME & COLONIAL INSURANCE CO. LTD. Nov. 29. H. E. Barham, College Hill-chambers, E.C.

LESLIE D. BOTIBOL & CO. LTD. Oct. 31. Richard A. Smith, 53, Doughty-st., W.C.

G. H. HUDSON HARNELL MANUFACTURING CO. LTD. Nov. 17. Albert Willmott, 14, Old Jewry-chambers, E.C.

GEORGE WROE LTD. Nov. 20. Oliver Sunderland, 15, Eastcheap, E.C.

MARSHALL & BROWN, LTD. Nov. 30. C. R. Cross, 22, Bridge-st., Manchester.

QUEEN STREET MAIDENHEAD PICTURE PALACE LTD. Nov. 6. C. G. Greenfield, 11, Malvern-rd., Maidenhead.

Bankruptcy Notices.

London Gazette.—FRIDAY, October 24.

BAKER, HARRY, Great Grimsby, Fish Merchant. Great Grimsby. Pet. Oct. 20. Ord. Oct. 20.

BELERAB, SYLVIA, Sheffield, Boot Factor. Sheffield. Pet. Oct. 1. Ord. Oct. 22.

BENNETT, CHARLES L., Manchester, Joiner. Manchester. Pet. Oct. 22. Ord. Oct. 22.

BRICE, GEORGE C., Leeds, Motor Mechanic. Leeds. Pet. Oct. 22. Ord. Oct. 22.

BROOKARSH, DAVID, Hackney. High Court. Pet. Oct. 21. Ord. Oct. 21.

CAHILL, OWEN, Salford, Grocer. Salford. Pet. Oct. 20. Ord. Oct. 20.

CALVER, FREDERICK G. H., Chiswick, Fishmonger. Brentford. Pet. Oct. 20. Ord. Oct. 20.

CITRON, A., Clapton. Manufacturing Costumier. High Court. Pet. Sept. 27. Ord. Oct. 21.

COTTON, HUGH D., Wolverhampton, Printer. Wolverhampton. Pet. Oct. 21. Ord. Oct. 21.

COWAN, JOHN, Birmingham, Electrical Engineers. Birmingham. Pet. Oct. 1. Ord. Oct. 20.

CROSBY, GEORGE T., Middlesbrough, General Dealer. Middlesbrough. Pet. Oct. 18. Ord. Oct. 18.

DAVIES, JOHN T., Tylorstown, Rhondda, General Dealer. Pontypridd. Pet. Oct. 20. Ord. Oct. 20.

DAWSON, LESLIE, Bedale, Yorks, Master Joiner. Northallerton. Pet. Oct. 20. Ord. Oct. 20.

DICKS, FRANK L., Hackney, Tobacconist. High Court. Pet. Sept. 8. Ord. Oct. 21.

DOWDING, JOHN B., Leominster, Laundry Proprietor. Leominster. Pet. Sept. 26. Ord. Oct. 21.

ECCLESTON, MARIANNE F., Leyland, Lancs, Grocer. Preston. Pet. Oct. 20. Ord. Oct. 20.

EGGINTON, GEORGE, Hanley, Fried Fish Dealer. Hanley. Pet. Oct. 20. Ord. Oct. 20.

GRAHAM, JAMES, Burnley, Labourer. Burnley. Pet. Oct. 21. Ord. Oct. 21.

GRAY, JOSEPH, Great Yarmouth, Butcher. Great Yarmouth. Pet. Oct. 20. Ord. Oct. 20.

GREENING, ALFRED E., Upton St. Leonards, Glos, Pig Breeder. Gloucester. Pet. Oct. 21. Ord. Oct. 21.

GRESTY, J. & CO., Manchester, Coloured Goods Manufacturers. Manchester. Pet. Oct. 9. Ord. Oct. 22.

GRIST, JOHN H., Stroxton, near Grantham, Farmer. Nottingham. Pet. Oct. 20. Ord. Oct. 20.
GRIFFITH, HUGH, Carnarvon, Motor Car Proprietor. Bangor. Pet. Oct. 1. Ord. Oct. 17.
HALLEL, ISIDORE, Hackney, Nursery Shoe Manufacturer. High Court. Pet. Oct. 20. Ord. Oct. 20.
HINKSMAN, JOHN, Ludlow, Salop, Licensed Victualler. Leominster. Pet. Oct. 4. Ord. Oct. 21.
HOLLOWAY, ALBERT J., Upsomborne, near Stockbridge, Southampton. Pet. Sept. 19. Ord. Oct. 22.
HOWARTH, RUPERT, Flint, Hay and Potato Merchant. Chester. Pet. Oct. 8. Ord. Oct. 21.
HOWELL, WILLIAM J., Pontypridd, Grocer. Pontypridd. Pet. Oct. 22. Ord. Oct. 22.
JOHNSON & FROST, Croydon, Motor Engineers. Croydon. Pet. Sept. 4. Ord. Oct. 21.
JOWETT, EDGAR, Chester, Contractor. Chester. Pet. Oct. 22. Ord. Oct. 22.
KENDALL, ABRAHAM H., Shipley, Coal Salesman. Bradford. Pet. Oct. 22. Ord. Oct. 22.
LEE, ANNIE L., Cheam, Surrey. Croydon. Pet. Sept. 23. Ord. Oct. 21.
LEEDING, HERBERT S., Rushden, China Dealer. Northampton. Pet. Oct. 21. Ord. Oct. 21.
MATTHEWS, FRANK, Kingswinford, Staffs, Newsagent. Stourbridge. Pet. Oct. 15. Ord. Oct. 15.
MOSS, WILLIAM T., Manchester, Toolmaker. Warrington. Pet. Oct. 21. Ord. Oct. 21.
MULLINGER, WALTER L., Shoreham-by-Sea, Film Hirer. Brighton. Pet. Sept. 18. Ord. Oct. 21.
NEWHAM, EDWARD, Beverley, Motor Engineer. Kingston-upon-Hull. Pet. Oct. 21. Ord. Oct. 21.
ORLEBAR, Capt. R. A. B., Hinwick House, near Wellingborough. Northampton. Pet. July 16. Ord. Oct. 22.
OLIVARI, EMMA J., Cardiff, Shipping Provision Merchant. Cardiff. Pet. Oct. 20. Ord. Oct. 20.
ORNSBY, GEORGE A., Great Grimsby, Fisherman. Great Grimsby. Pet. Oct. 22. Ord. Oct. 22.
PALFREYMAN, FRANK, Featherstone, Yorks, Fish and Chip Dealer. Wakefield. Pet. Oct. 21. Ord. Oct. 21.
POCOCK, ARTHUR, Kentish Town, Builder. High Court. Pet. Oct. 21. Ord. Oct. 21.
PRITCHETT, HILDA J., Southend-on-Sea, Boot Retailer. Chelmsford. Pet. Oct. 21. Ord. Oct. 21.
RAYNER, NORMAN, Reigate, Insurance Broker. Croydon. Pet. Sept. 17. Ord. Oct. 21.
REES, THOMAS R., Caerau, near Bridgend, Grocer. Cardiff. Pet. Oct. 21. Ord. Oct. 21.
ROBINSON, GEORGE H., Askern, near Doncaster, Colliery Deputy. Sheffield. Pet. Oct. 20. Ord. Oct. 20.
ROBSON, ROBERT W., Barnard Castle, Beef and Pork Butcher. Stockton-on-Tees. Pet. Oct. 22. Ord. Oct. 22.
ROSS, GEORGE H., Keighley, Boot Dealer. Bradford. Pet. Oct. 20. Ord. Oct. 20.
SWAN, WILLIAM J. D., Richmond, Surrey, Confectioner. Wandsworth. Pet. Oct. 21. Ord. Oct. 21.
TANNER, HORACE, and TANNER, THOMAS, Chobham, Surrey, Cattle Dealers. Guildford. Pet. Oct. 20. Ord. Oct. 20.
TOWERS, ARTHUR, Harrogate, Farmer. Harrogate. Pet. Oct. 22. Ord. Oct. 22.
TYLER, JOSIAH, Burslem, Draper. Hanley. Pet. Oct. 20. Ord. Oct. 20.
WELLMAN, JAMES J., Branksome, Dorset, Bricklayer. Poole. Pet. Oct. 21. Ord. Oct. 21.
WHITTLE, CLARENCE, Burnley, Confectioner. Burnley. Pet. Oct. 20. Ord. Oct. 20.
WILLIAMS, WILLIAM J., Scarborough, House Furnisher. Scarborough. Pet. Oct. 21. Ord. Oct. 21.
WOOD, JOSEPH, Wigton, Tailor. Carlisle. Pet. Oct. 21. Ord. Oct. 21.
WORRALL, ALBERT E., Yelverton, Devon. Plymouth. Pet. Oct. 21. Ord. Oct. 21.
WRIGHT, ARTHUR T., Whissendine, Rutland, Grazier. Leicester. Pet. Oct. 18. Ord. Oct. 18.
WRIGHT, WILLIAM J. R., Terrington St. Clements, Builder. King's Lynn. Pet. Oct. 22. Ord. Oct. 22.
YEOMANS, ALBERT J., Devonport, Wine Merchant. Plymouth. Pet. Oct. 2. Ord. Oct. 20.
YOUNG, ANTHONY, High Holborn, Merchant. High Court. Pet. Aug. 30. Ord. Oct. 20.
Amended Notice substituted for that published in the *London Gazette* of September 5, 1924: —
DENNIS, HOWARD A., Stourbridge, House Furnisher. Stourbridge. Pet. Aug. 29. Ord. Aug. 29.

London Gazette.—TUESDAY, October 28.

ARTHUR, ELEANOR T., South-st., Thurloe-sq. High Court. Pet. May 7. Ord. July 29.
BATEMAN, DUDLEY E., Birmingham, Paper Merchant. Birmingham. Pet. Oct. 10. Ord. Oct. 23.
BEHAR, MAURICE, Holland-rd., Merchant. High Court. Pet. Aug. 25. Ord. Oct. 21.
BIGGINSON, J., & SON, Newton Manor, Hyde, Engineers. Kingston-upon-Hull. Pet. Aug. 6. Ord. Oct. 24.
BLAMEY, HARRY, Honiton, Devon, Ironmonger. Exeter. Pet. Oct. 20. Ord. Oct. 20.
BROADHURST, FRANK, Manchester, Commercial Traveller. Salford. Pet. Oct. 25. Ord. Oct. 25.
CLIPSON, BENJAMIN, Barton-upon-Humber, Dairyman. Great Grimsby. Pet. Oct. 23. Ord. Oct. 23.
COHEN, MAX, Liverpool, Financier. Liverpool. Pet. Sept. 19. Ord. Oct. 23.
COUTTS, JAMES, Isleworth, Commercial Traveller. High Court. Pet. Oct. 25. Ord. Oct. 25.
CRONE, SIDNEY E., Stockton-on-Tees, Plumber. Stockton-on-Tees. Pet. Oct. 21. Ord. Oct. 23.
CUTTS, GRANVILLE, Ilkeston, Derby. Derby. Pet. Oct. 23. Ord. Oct. 23.
DANIELS, WALTER, Southsea. Portsmouth. Pet. Oct. 7. Ord. Oct. 20.
DAVIES, GEORGE R., Sidcup, Coal Factor. High Court. Pet. Oct. 24. Ord. Oct. 24.
DAVIES, ROSE H., Carnarvon, Film Hirer. Bangor. Pet. Oct. 7. Ord. Oct. 21.
DERWENT, ALBERT E., Bexhill. High Court. Pet. Aug. 14. Ord. Oct. 21.
DICKERSON, MATTHEW W., Falkirk-st., Kingsland-rd. High Court. Pet. Sept. 18. Ord. Oct. 21.
EDELLS, SIDNEY L., New Broad-st., Solicitor. High Court. Pet. Sept. 12. Ord. Oct. 21.
GARBUTT, JAMES A., Romanby, near Northallerton, Painter. Northallerton. Pet. Oct. 23. Ord. Oct. 23.
GILBERT, H. J., East Ham. High Court. Pet. Sept. 19. Ord. Oct. 22.
GRIFFITHS, JOHN, St. Davids, Pembroke, Farmer. Haverfordwest. Pet. Oct. 23. Ord. Oct. 23.
HANFORD, GEORGE W. H., Southsea. Portsmouth. Pet. Oct. 23. Ord. Oct. 23.
HARTER, RICHARD, and HARTER, MARY A, Abram, near Wigan, Grocers. Wigan. Pet. Oct. 23. Ord. Oct. 23.
HERMAN, ERNEST W. G., Mirfield. Tailor. Dewsbury. Pet. Oct. 24. Ord. Oct. 24.
HIRST, LEOPOLD, West Molesey. Kingston. Pet. April 8. Ord. Oct. 25.
HOYLES, SYDNEY J., Scunthorpe, Greengrocer. Great Grimsby. Pet. Oct. 24. Ord. Oct. 24.
HUTT, LEO, Stamford-hill. High Court. Pet. July 14. Ord. Oct. 22.
JELLARD, ANNIE S., West Kirby, Dressmaker. Birkenhead. Pet. Oct. 23. Ord. Oct. 23.
JONES, GEORGE A., Mardy, Glam, Colliery Stoker. Pontypridd. Pet. Oct. 24. Ord. Oct. 24.
JOYCE, JOHN A., Tottenham Court-rd., Motor Engineer. High Court. Pet. Oct. 25. Ord. Oct. 25.
KEHOE, JAMES, Liverpool, Grocer. Liverpool. Pet. Oct. 18. Ord. Oct. 24.
KING, FREDERICK J., Luton, Licensed Victualler. Luton. Pet. Oct. 24. Ord. Oct. 24.
KIRBY, ALBERT, Kingston upon Hull, Cycle Agent. Kingston-upon-Hull. Pet. Oct. 23. Ord. Oct. 23.
LILLEY, EDWARD, Queens Club-gardens, W. Fruit Salesman. High Court. Pet. Oct. 25. Ord. Oct. 25.
LONGMAN, THOMAS H., Wokingham, Berks, Travelling Draper. Reading. Pet. Oct. 23. Ord. Oct. 23.
LOVERING, ALBERT, West Down, Devon, Licensed Victualler. Barnstaple. Pet. Oct. 23. Ord. Oct. 23.
LYNN, NORMAN R. E. M., and LYNN, SUSAN, Norwich, Yeast Merchants. Norwich. Pet. Oct. 24. Ord. Oct. 24.
MACGUIRE, S. M. & Co., Westminster Palace-gdns., Public Works Contractors. High Court. Pet. Sept. 19. Ord. Oct. 22.
MAGUIRE, GEORGE, Liverpool, Tailor. Liverpool. Pet. Oct. 2. Ord. Oct. 23.
MCEVOY, EDWARD, Irlam, Lancs. Salford. Pet. Oct. 6. Ord. Oct. 24.
MORRISS, FRANK E., Piccadilly, Manufacturer. High Court. Pet. Sept. 22. Ord. Oct. 22.
NEVARD, THOMAS D., Southend-on-Sea, Builder. St. Albans. Pet. Oct. 22. Ord. Oct. 22.
NICHOLSON, ALFRED G., Clapham, S.W. Wandsworth. Pet. Sept. 24. Ord. Oct. 23.
NOAR, JOHN A., & CO., Manchester, Cotton Merchants. Manchester. Pet. Oct. 11. Ord. Oct. 23.
OAKLEY, DANIEL, Wakefield, Grocer. Wakefield. Pet. Oct. 24. Ord. Oct. 24.
PEACOCK, CYRIL, York, Electrical Engineer. York. Pet. Oct. 23. Ord. Oct. 23.
PHILLIPS, BARNETT, Balham, Cigar Foreman. Wandsworth. Pet. Oct. 23. Ord. Oct. 23.
RALPHS, WILLIAM H. E., Buildwas, Salop, Farmer. Shrewsbury. Pet. Oct. 24. Ord. Oct. 24.
ROBINSON, WILLIAM T., and ATTERBY, HARRY, Great Grimsby, Electrical Engineers. Great Grimsby. Pet. Oct. 24. Ord. Oct. 24.
ROSS, ALBERT, Castleford, Yorks, Labourer. Wakefield. Pet. Oct. 24. Ord. Oct. 24.
STILL, CHARLES H., Duke-st., St. James'. High Court. Pet. Sept. 24. Ord. Oct. 23.
TALLENTS, EDWARD W., Lincoln, Auctioneer. Lincoln. Pet. Oct. 22. Ord. Oct. 22.
WATSON, ERRINGTON, East Ham, Engineer. High Court. Pet. Aug. 13. Ord. Oct. 23.
WESTHEAD, WILLIAM, Ashton-in-Makerfield, Grocer. Wigan. Pet. Oct. 23. Ord. Oct. 23.
WHITEHOUSE, ALBERT, Walsall, Grocer. Dudley. Pet. Oct. 23. Ord. Oct. 23.
WHITE, JOHN J., Middlesbrough, Contractor. Middlesbrough. Pet. Oct. 22. Ord. Oct. 22.
WILLIAMS, JOHN, Burton-on-Trent., Scrap Iron and Metal Merchant. Burton-on-Trent. Pet. Oct. 23. Ord. Oct. 23.
WILLIS, WILLIAM J., Bishopsgate. High Court. Pet. Aug. 22. Ord. Oct. 23.
WOODROW, AUGUSTUS J., Sheffield, Butcher. Sheffield. Pet. Oct. 24. Ord. Oct. 24.
WOODWARD, WILLIAM M., Whitchurch, Salop, Grocer. Nantwich. Pet. Oct. 23. Ord. Oct. 23.
Amended Notice substituted for that published in the *London Gazette* of Sept. 30, 1924 :—
HINTON, JABEZ A., Burnley, Motor Touring Agent. Burnley. Pet. Sept. 27. Ord. Sept. 27.
Amended Notice substituted for that published in the *London Gazette* of Oct. 10, 1924 :—
JOHANNESSEN, WILLIAM A., Wallasey, Chester, Shipping and Forwarding Agent. Liverpool. Pet. July 23. Ord. Oct. 8.